



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding M'AKOLA HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPQ, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act, (the "Act"), for an order of possession, and an order to recover the cost of filing the application from the tenant.

The landlord attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail on September 25, 2018, and successfully delivered on September 27, 2018. a Canada post tracking number was provided as evidence of service. I find that the tenant has been duly served in accordance with the Act.

The landlord appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

### Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to recover the cost of the filing fee?

### Background and Evidence

Based on the testimony of the landlord, I find that the tenant was served with a Two Month Notice to End Tenancy – Tenant Does Not Qualify for Subsidized Rental Unit, (the “Notice”), issued on June 20, 2016 , by registered mail sent on June 2016. The landlord stated they also provided a second copy to the tenant, in person.

The Notice explains the tenant had ten 15 days to dispute the Notice. The Notice further explains if the Notice is not disputed within the ten days that the tenant is presumed to accept the Notice and must move out of the rental unit by the date specified in the Notice.

The landlord stated that the tenant did not dispute the Notice and they seek an order of possession.

The landlord stated that the tenant has changed the locks to the rental unit without their authorization.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The tenant did not apply to dispute the Notice and is therefore conclusively presumed under section 47(5) 49(9) of the Act to have accepted that the tenancy ended on the effective date of the Notice. **I find the tenancy legally ended on August 31, 2018, and the tenant is overholding the premise.**

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Further, as the tenant has changed the locks without the consent of the landlord. **I Order the tenant to provide a key to the landlord forthwith. Should the tenant fail to provide a key, I authorize the landlord, to hire if necessary, a locksmith and have the locks rekeyed. The tenant is responsible for all related cost for having the locks changed.**

### Conclusion

The tenant failed to dispute the Notice. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlord is granted an order of possession, and may keep a portion of the security deposit in full satisfaction of the claim.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 02, 2018

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Residential Tenancy Branch