



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, FF, CNC

### Introduction

This hearing dealt with cross applications. The landlord is seeking an order of possession. The tenant filed an application seeking to have the One Month Notice to End Tenancy for Cause set aside. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issues to be Decided

Is either party entitled to any of the above under the Act, Regulation or the tenancy agreement?

### Background and Evidence

The tenancy began on or about July 15, 2013. Rent in the amount of \$2300.00 is payable in advance on the last day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$1150.00.

The landlord gave the following testimony:

The landlord stated that the tenant is growing marijuana on his property without his consent. The landlord stated that he is concerned about potential electrical and safety issues. The landlord stated that he requested several documents from the tenant but only received one. The landlord stated that he wants the tenant to move out.

The tenant gave the following testimony:

The tenant stated that she has a medical certificate authorizing her to grow marijuana. The tenant stated that the landlord gave her “oral” permission to use the property to grow marijuana.

### Analysis

The landlord issued a One Month Notice to End Tenancy for Cause on September 3, 2013. The landlord served the notice by registered mail and provided the postal tracking number along with a copy of the envelope that stated “unclaimed”. The postal website also confirms the letter “unclaimed”. On the second page of the Notice it clearly states that if a tenant wishes to dispute the notice they must do so within 10 days of receiving the notice. The tenant did not file to dispute the notice until November 13, 2013, well outside the allowable limitation period. Based on the above I am satisfied that the tenancy is to end and that the landlord is entitled to an order of possession. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court. The landlord issued the notice on September 3, 2013 with an incorrect effective date. The Act allows for the self correcting of effective dates on the notices however due to the passing of the correct effective date, that point is moot.

Due to the timing of this hearing and administrative processes the order of possession will take effect at 1:00 p.m. on December 31, 2013.

The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$50.00 from the security deposit in satisfaction of the claim.

### Conclusion

The landlord is granted an order of possession for 1:00 p.m. on December 31, 2013 and is entitled to retain \$50.00 from the security deposit.

The tenants' application is dismissed in its entirety.

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 27, 2013

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Residential Tenancy Branch

