



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF, OPC, MND, FF

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the one month Notice to End Tenancy was sufficiently served on the Tenant by mailing, by registered mail to where the tenant resides on August 20, 2014. It was received 3 days later. Further I find that the Application for Dispute Resolution/Notice of Hearing was filed by the landlord was personally served on the tenant on September 22, 2014. I find the Application for Dispute Resolution filed by the tenant was sufficiently served on the landlord by mailing, by registered mail to where the landlord resides on September 6, 2014.

Preliminary Matter:

The Application for Dispute Resolution filed by the landlord claims a monetary order of \$13,621. She testified this claim has been increased to \$17,652. The landlord has not completed any of the work which makes up this monetary claim. The landlord was last in the rental unit over a month ago. The rent has been paid for October. It is not possible to determine what damages if any will be present at the end of the tenancy at

this time. I determined this claim was premature and I ordered that the monetary claim be severed. The landlord has the right to file another application making this claim.

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the one month Notice to End Tenancy dated August 20, 2014
- b. Whether the tenant is entitled to recover the cost of the filing fee?
- c. Whether the landlord is entitled to an Order for Possession?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on January 10, 2010. The rent is \$1000 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$500 at the start of the tenancy.

The rent for October has been paid. The tenant vacated the rental unit on or about October 11, 2014. It is not likely she will be returning as she is living elsewhere. The agent for the tenant seeks to have an order to cancel the one month Notice so that he can make repairs and continue to live in the rental unit. .

Grounds for Termination:

Landlord's notice: cause

47 (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

(d) the tenant or a person permitted on the residential property by the tenant has

...

(iii) put the landlord's property at significant risk;

(f) the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to a rental unit or residential property;

Tenant's Application:

After carefully considering all of the evidence I determined the landlord has established sufficient cause to end the tenancy. I am satisfied that the tenant has put the landlord's property at significant risk. The landlord produced an inspection report from a building inspector which indicates that there are a number of electrical issues that were caused by actions of the tenant. The work was done without obtaining a permit and without proper inspection. The tenant has also failed to provide the landlord with a copy of the tenant's insurance policy as asked by the landlord. As a result the landlord has been unable to obtain new insurance. Further, it appears the tenant has vacated the rental unit. The landlord is not obliged to enter into a new tenancy agreement with the agent for the tenant.

As a result I dismissed the tenant's application to cancel the one month Notice to End Tenancy. The tenancy shall end on October 31, 2014.

Landlord's Application - Order of Possession:

I determined the landlord was entitled to an Order for Possession. The Tenant's application to cancel the one month Notice to End Tenancy has been dismissed. In such situations the Residential Tenancy Act provides the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. Accordingly, I granted the landlord an Order for Possession. **As the rent has been paid for October I set the effective date of the Order for Possession for October 31, 2014.** I further ordered that the tenant pay to the landlord the sum of \$50 for the cost of the filing fee incurred by the landlord such sum may be deducted from the security deposit. The order for the recovery of the filing fee was reduced from what was paid as the landlord's claim for a monetary order was premature and should not have been brought at this time.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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: October 23, 2014

Residential Tenancy Branch

