



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DUTTONS & CO. REAL ESTATE LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPL, MNDC, FF

Introduction

The landlord agent applies for an order of possession pursuant to a two month Notice to End Tenancy received by the tenant on July 28, 2014, and given alleging that the landlord intends for her son to reside in the premises. The landlord also seeks a monetary award for rent or loss of rental income.

The tenant attempts to dispute the Notice at this hearing. She has failed to dispute the Notice by making an application to cancel it within fifteen days from receipt of it. As discussed at hearing, as the result of her failure to apply, and in accordance with s. 49(9) of the *Residential Tenancy Act* (the "Act") she is "conclusively presumed" to have accepted that the tenancy ended on the October 14, 2014, effective date of that Notice. As the tenancy has ended and the tenant continues to occupy the premises, the landlord is entitled to an order of possession.

It was agreed that the tenant paid her rent due September 15, 2014 and that the landlord is owed the amount of \$1126.40 as loss of rental income for the period October 15 to November 15 (this figure takes into account the amount of \$100.00 per month the tenant regularly charged for gardening/yard work and was in the habit of deducting, perhaps unilaterally, from her rent).

The parties agreed at hearing that the landlord would have an order of possession and a monetary order for \$1126.40 plus the \$50.00 filing fee, a total of \$1176.40.

It was agreed that should the tenant pay the landlord \$1126.40 on or before November 15, 2014, the landlord would permit the tenant until one o'clock on November 30, 2014 to vacate the premises without enforcing the order of possession and would then remit to the tenant the "unused" portion of that \$1126.40 payment and would consider its

monetary award to have been satisfied or offset in full by the one month's rent equivalent the landlord is obliged to pay the tenant under s. 51 of the *Act*.

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 12, 2014

Residential Tenancy Branch

