



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RE/MAX CHECK REALTY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, MNR, MNDC, MNSD, FF, O

### Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for an Order of Possession for cause; for a monetary order for unpaid rent or utilities; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenant for the cost of the application.

An agent for the landlord attended the hearing and gave affirmed testimony, however no one for the tenant attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participant who joined the call was the landlord's agent. The landlord's agent testified that the tenant was served with the Landlord's Application for Dispute Resolution and notice of this hearing by registered mail on March 4, 2016 and the landlord's agent orally provided a tracking number assigned by Canada Post. I accept that testimony, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

At the commencement of the hearing, the landlord's agent advised that the landlord is no longer seeking a monetary order and those portions of the application are withdrawn.

### Issue(s) to be Decided

Is the landlord entitled under the *Residential Tenancy Act* to an Order of Possession for cause?

### Background and Evidence

The landlord's agent testified that this month-to-month tenancy began on July 3, 2015 and the tenant still resides in the rental unit. Rent in the amount of \$595.00 per month is payable on the 1<sup>st</sup> day of each month and there are currently no rental arrears. At the

outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$297.50 as well as a pet damage deposit in the amount of \$297.50, both of which are still held in trust by the landlord. A copy of the tenancy agreement has been provided.

The landlord's agent further testified that she personally served the tenant with a 1 Month Notice to End Tenancy for Cause on January 26, 2016. A copy has been provided and it is dated January 26, 2016 and contains an effective date of vacancy of February 29, 2016. The reasons for issuing the notice are:

- Tenant or a person permitted on the property by the tenant has:
  - significantly interfered with or unreasonably disturbed another occupant or the landlord;
- Tenant has engaged in illegal activity that has, or is likely to:
  - adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.

The landlord has not been served with an application for dispute resolution by the tenant disputing the notice, and has not moved out of the rental unit. The landlord seeks an Order of Possession and waives recovery of the filing fee from the tenant.

### Analysis

The *Residential Tenancy Act* provides that once served with a 1 Month Notice to End Tenancy for Cause, the tenant has 10 days to dispute it by filing an application for dispute resolution and serving the landlord. If the tenant fails to do so, the tenant is conclusively presumed to have accepted the end of the tenancy and must move out of the rental unit.

I have reviewed the 1 Month Notice to End Tenancy for Cause, and I find that it is in the approved form and contains information required by the *Act*. The tenant has not served the landlord with an application disputing the notice, and I have no such application before me. Therefore, I find that the tenant is conclusively presumed to have accepted the end of the tenancy and the landlord is entitled under the *Act* to an Order of Possession. Since the effective date of vacancy has passed, I grant the order on 2 days notice to the tenant.

### Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord on 2 days notice to the tenant.

This order is final and binding and may be enforced.

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: April 08, 2016

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Residential Tenancy Branch