



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOTEL BOURBON
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, MND, FF

Introduction

The landlord applies for an order of possession pursuant to a one month Notice to End Tenancy for cause received by the tenant on January 21, 2016 and for a monetary award for the anticipated cost to repair a window.

Both parties attended the hearing, the landlord by its two representatives, and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

The landlord's name was misstated on the application and has been corrected in this decision to the name shown on the written tenancy agreement between the parties.

Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that this tenancy had ended as a result of the Notice, entitling the landlord to an order of possession? Is the tenant responsible for the window repair and if so, what is the cost of repair?

Background and Evidence

The rental unit is a room in a converted hotel. The tenancy started in June 2015. The monthly rent is \$475.00, due on the first of each month and is paid to the landlord by direct deposit from the welfare office. The landlord holds a \$237.50 security deposit.

The parties were able to agree during the hearing that the landlord will keep the tenant's \$237.50 security deposit in complete satisfaction of its claim for the cost of the window repair.

The tenant acknowledges that he has not applied to cancel the Notice.

Analysis

Section 47 of the *Residential Tenancy Act* provides that if a tenant who has received a one month Notice to End Tenancy fails to make application to cancel it within ten days after receipt, then the tenant is "conclusively deemed" to have accepted the end of the tenancy on the effective date stated in the Notice.

I find that is the case here. The tenant has not applied to cancel the Notice and as a result, this tenancy ended on February 29, 2016, the effective date in the Notice.

The landlord is entitled to an order of possession. The landlord has received rent moneys from the welfare office for the month of April. I therefore make the order of possession effective on April 30, 2016.

Conclusion

The landlord's application is allowed. It will have an order of possession for April 30, 2016.

As the landlord's application was justified, I award it recover of the \$100.00 filing fee for this application. It will have a monetary award in that amount against the tenant.

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 19, 2016

Residential Tenancy Branch

