



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, FF

### Introduction

On July 20, 2016, the Landlord submitted an Application for Dispute Resolution for an order of possession, and to recover the cost of the filing fee. The matter was set for a conference call hearing.

Both parties attended the conference call hearing. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

### Issues to be Decided

Is the Landlord entitled to an order of possession for cause?

Did the Tenant dispute the Notice?

Is the Landlord entitled to recover the cost of the filing fee?

### Background and Evidence

The parties testified that the tenancy began on December 18, 2015, as a fixed term tenancy until December 31, 2016, to continue thereafter as a month to month tenancy. Rent in the amount of \$800.00 is payable on the first of each month. The Tenant paid the Landlord a \$400.00 security deposit.

The Landlord testified that she issued a 1 Month Notice to End Tenancy for Cause dated June 27, 2016, ("the Notice") by posting it on the Tenant's door on June 27, 2016. The reasons checked off by the Landlord within the Notice are as follows:

- Tenant or a person permitted on the property by the Tenant has:
  - Significantly interfered with or unreasonably disturbed another occupant or the Landlord.
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written Notice to do so.
- Tenant has assigned or sublet the rental unit/ site without the Landlord's written consent.

The Notice states the Tenant must move out of the rental unit by July 31, 2016. The Notice informed the Tenant of the right to dispute the Notice within 10 days after receiving it. The Notice also informed the Tenant that if an application to dispute the Notice is not filed within 10 days, the Tenant is presumed to accept the Notice and must move out of the rental unit on the date set out on page 1 of the Notice.

The Tenant testified that she received the 1 Month Notice that was posted to her door sometime around June 27, 2016. The Tenant testified that she did not dispute the Notice by filing for Dispute Resolution. The Tenant stated that after she received a warning letter from the Landlord, she tried to speak to the Landlord but the Landlord would not speak to her.

The Landlord seeks an order of possession, and a monetary order for the cost of the filing fee in the amount of \$100.00.

### Analysis

Based on the evidence before me, the testimony of the Landlord and Tenant, and on a balance of probabilities, I find that the Tenant did not apply to dispute the Notice, and is therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the Notice was deemed served on June 30, 2016, and therefore the effective date of the Notice that the Tenant was to move out of the rental unit remains as July 31, 2016.

I find that the Landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective after two (2) days service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was successful in her application, I order the Tenant to pay the Landlord the \$100.00 fee that the Landlord paid to make application for dispute resolution. I order that the Landlord may withhold \$100.00 from the Tenant's security deposit in satisfaction of this claim.

### Conclusion

The Tenant did not file to dispute the Notice. The Tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the Notice.

The Landlord is granted an order of possession effective after two (2) days service on the Tenant, and I order that the Landlord may retain \$100.00 from the security deposit for the cost of the filing fee.

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: September 13, 2016

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Residential Tenancy Branch