



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding FIRST UNITED CHURCH SOCIAL HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, OPR

### Introduction

In the first application the tenant seeks to cancel a ten day Notice to End Tenancy dated October 6, 2016.

In the second application the landlord applies for an order of possession pursuant to that Notice.

The tenant's name on the written tenancy agreement and the name used by her in her application differ significantly. The style of cause in this dispute has been amended accordingly.

Both parties attended the hearing 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.

### Issue(s) to be Decided

Was the ten day Notice given for good cause?

### Background and Evidence

The rental unit is a one bedroom apartment in a subsidized housing complex.

The tenant Ms. C.W. had been living in a bachelor suite. The landlord agreed to move her to a one bedroom suite so that her daughter Ms. Ch.W. could live with her.

A written tenancy agreement was signed for the tenancy in the new apartment, starting August 1, 2016. The monthly rent is \$552.00. The landlord holds a \$390.00 security deposit (based on the true market value of the accommodation) and \$20.00 towards a required \$100.00 pet damage deposit.

In September the landlord conducted an inspection of the rental unit and concluded, among other things not relevant to this hearing, that the daughter was not longer living there. The tenant indicated that her daughter was in Edmonton with her own daughter.

The landlord wrote to the tenant on September 26 about the various concerns, including that a man was living with the tenant without permission (the tenancy agreement provides that only the tenant and her daughter may live there without written permission otherwise).

The tenant has an arrangement with the welfare office for it to pay \$276.00; one half the rent for each month directly to the landlord. The tenant's daughter made the same arrangement with the welfare office.

In the ordinary course the tenant's rent cheque for \$276.00 arrived in late September and was deposited by the landlord. The tenant's daughter's rent cheque also arrived from the welfare office but the landlord returned it.

Ms. W.L. for the landlord (whom it is clear is the landlord's employee and not the tenant's landlord) testifies that as the daughter was no longer living there she felt uneasy about cashing the welfare office's cheque. She called the welfare office and informed it that the tenant's daughter was no longer living there. She says the welfare office told her to return the cheque, which she did. She then issued the ten day Notice to the tenant for the half month's rent the tenant's daughter had arranged to pay through the welfare office.

The tenant says that her daughter left for Edmonton on October 4 or 5 and that it was only for a visit. She says her daughter's belongings remained in the rental unit until November 11 or so, when her daughter returned, collected her items and moved to Edmonton.

### Analysis

Ms. W.L. presents persuasive evidence that the tenant's daughter was gone by September. Her September 26 letter notes the daughter's absence on September 9. I am satisfied that the tenant's daughter did move to Edmonton and that she did so in early or mid September, leaving her belongings behind to be collected later.

The landlord's evidence about the man living with the tenant since at least September is convincing. She has observed him on the security cameras coming and going, using the tenant's key at the front door to the building and at the apartment door as well. I corroborates the landlord's position that the tenant's daughter was no longer living there.

I find that the landlord was justified in contacting the welfare office regarding rent being paid on behalf of the tenant's daughter and was accordingly justified in following the welfare office's direction to return the rent money.

It follows that the October rent of \$276.00 was not paid on October 1 and the landlord was entitled to issue the ten day Notice. The tenant had five days to arrange for payment of the balance of the rent but failed to do so.

As a result, I find that the ten day Notice is a valid Notice and has, by operation of . 46 of the *Act*, resulted in the ending of this tenancy on October 17, 2016.

The landlord is entitled to an order of possession.

As stated at this hearing, the parties are free to make an arrangement or agreement avoiding the effect of this decision and the enforcement of the order of possession.

Conclusion

The tenant's application is dismissed. The landlord's application is allowed and it will have an order of possession.

There is no claim for recovery of a 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: December 05, 2016

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Residential Tenancy Branch