



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB, OPC, FF

Introduction

The landlord applies for an order of possession pursuant to a one month Notice to End Tenancy for cause dated November 25, 2016 and received by the tenants two days later. She also seeks an order of possession pursuant to a mutual agreement but it was apparent that the parties had not signed a mutual agreement to end this tenancy.

The applicant and respondents 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

Has the Notice ended this tenancy, entitling the landlord to an order of possession?

Background and Evidence

The rental unit is a mobile home located on the property the landlord also lives on.

There is a written tenancy agreement. It discloses that only the respondent Mr. M. is the tenant. The respondent Ms. G. did not sign the agreement. She is an occupant but not a tenant of the landlord.

The tenancy started September 1, 2016. The monthly rent is \$1200.00. The landlord holds a \$600.00 security deposit.

Ms. G. testifies that upon receipt of the Notice she contacted the Residential Tenancy Office and commenced an application to dispute it. She says that no grounds were noted on the second page of the Notice that the landlord served. Unfortunately, she missed a telephone call from that office and her application was not proceeded with.

The landlord and Ms. G. each testifies about their view of the conduct giving rise to the Notice.

Analysis

Section 47 of the *Residential Tenancy Act* is strict. A tenant must apply to cancel such a Notice within ten days after receipt. Otherwise the tenant is conclusively presumed to have accepted the end of the tenancy on the effective date in that Notice.

That is what has happened here. Whether or not the grounds for the Notice are valid is no longer a relevant issue.

As a result, this tenancy ended on December 31, 2016 and the landlord is entitled to an order of possession against the tenant Mr. M. and any occupant.

As the tenant has paid the equivalent of January rent, the order will be effective January 31, 2017.

I authorize the landlord to recover the \$100.00 filing fee for this application from the security deposit she holds.

Conclusion

The application is allowed.

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: January 19, 2017

Residential Tenancy Branch