



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute codes      OPC

### Introduction

This hearing was convened to deal with an application under the *Residential Tenancy Act* (the “Act”) based on a 1 Month Notice to End Tenancy for Cause dated May 26, 2017 (the “1 Month Notice”). The landlord’s application, filed June 14, 2017, is for an order of possession based on the 1 Month Notice.

Both the landlord and the named tenant and another occupant, PM, attended the hearing.

Service of the landlord’s application and notice of hearing was not at issue.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession?

### Background and Evidence

A copy of the tenancy agreement was in evidence. This tenancy began in or about March 1, 2013 on a month to month basis. Rent of \$695.00 is due on the first of the month. A security deposit of \$347.50 and a pet deposit of the same amount were paid at the start of the tenancy and remain in the landlord’s possession. PM stated that he paid an additional security deposit when he began to occupy the rental unit in or about 2014.

The landlord testified that she that she served the tenants, SS and PM, with the 1 Month Notice by registered mail send May 26. A copy of the registered mail receipt was in evidence, as was tracking information indicating that PM had signed for the document on May 29. The tenants confirmed receipt of the 1 Month Notice.

The tenants have not applied to dispute the 1 Month Notice.

The tenants have paid rent for August, and that the landlord has accepted the rent “for use and occupancy only.”

At the end of the hearing, the tenants advised that they have already secured other accommodation.

### Analysis

Section 47 of the Act allows a landlord to end a month to month tenancy for cause by giving notice effective on a date not earlier than 1 month after the date the tenant receives the notice, and the day before the day in the month that rent is payable.

Section 47(4) allows a tenant to apply to dispute such a notice within 10 days of receipt. The tenants have not applied to dispute the 1 Month Notice within the applicable timeframe.

Section 47(5) of the Act provides that if a tenant does not apply to dispute the 1 Month Notice within 10 days, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the 1 Month Notice.

Accordingly, the 1 Month Notice is upheld. I find that this tenancy ended on June 30, 2017, the effective date of the 1 Month Notice.

Section 55(2)(b) of the Act requires that I grant an order of possession in these circumstances. I find that the 1 Month Notice complies with s. 52. Because the tenants have paid rent for August, I grant the landlord an order of possession effective at 1:00 pm on August 31, 2017.

### Conclusion

The landlord's application is allowed and the 1 Month Notice is upheld.

**I grant an order of possession to the landlord effective at 1:00 pm on August 31, 2017.** This order must be served on the tenant as soon as possible. Should the tenants or anyone on the premises fail to comply with this order, it may be filed and enforced as an order of the Supreme Court of British Columbia.

The security deposit will be dealt with in accordance with the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act. Pursuant to s. 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: August 21, 2017

---

Residential Tenancy Branch