



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENNINSULA PROPERTY  
MANAGMENT and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, FF

### Introduction

This hearing dealt with an application for Dispute Resolution filed by the Landlord for an Order of Possession and to recover the filing fee.

Service of the hearing documents by the Landlord to the Tenants were done by registered mail on March 28, 2019 in accordance with section 89 of the Act.

### Issues to be Decided

1. Is the Landlord entitled to an Order of Possession?

### Background and Evidence

This tenancy started on September 1, 2018 as a 24-month fixed term tenancy with an expiry date of August 31, 2020. Rent is \$4,000.00 per month payable on the 1<sup>st</sup> of the month. A security deposit of \$2,000.00 was paid at the start of the tenancy.

The Landlord said they serviced a 1 Month Notice to End Tenancy for Cause dated February 21, 2019 by posting it on the Tenants' door on February 22, 2019. The female Tenant said she received the Notice to End Tenancy that was served on the door on February 22, 2019.

The Tenant continued to say that they had been advised not to make an application to dispute the 1 Month Notice to End Tenancy for Cause. With this advice the Tenants chose to write letters to the Landlord about the situation and they did not make an application with the Residential Tenancy Branch to dispute the Notice to End Tenancy.

The Arbitrator said the advice the Tenants received was incorrect as the only way to dispute a Notice to End Tenancy is to make an application with the Residential Tenancy Branch. The Arbitrator then read the "tenant information" section on page two of the 1 Month Notice to End Tenancy for Cause to the Tenants. It says that when a tenant receives this Notice to End Tenancy the Tenant may dispute the Notice by making an application. Further it says the application must be made within 10 Days of receiving the Notice to End Tenancy. In this case the Tenant said they received the Notice to End Tenancy on February 22, 2019, therefore the Tenant should have made the application by March 4, 2019. The Tenants did not make an application, therefore the 1 Month Notice to End Tenancy for Cause dated February 21, 2019 is valid and in effect.

Consequently, as the Tenants did not dispute the 1 Month Notice to End Tenancy for Cause dated February 21, 2019, I find for the Landlord. Pursuant to section 55 of the Act the Landlord is entitled to an Order of Possession. I award the Landlord an Order of Possession with an effective vacancy date of 2 days after service of the Order on the Tenants.

Further as the Landlord has been successful in this application, I order the Landlord to retain \$100.00 of the Tenants' security deposit to recover the filing fee.

### Conclusion

I grant an Order of Possession effective 2 days after this Order is serviced on the Tenants. A copy of the Order must be served on the Tenants in compliance with the Act; the Order of Possession may be enforced in the Supreme Court of British Columbia.

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 29, 2019

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Residential Tenancy Branch