



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes OPC FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order of possession for cause pursuant to section 55;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing. The tenant acknowledged service of the landlord's application for dispute resolution.

Issues

Is the landlord entitled to an order of possession pursuant to a One Month Notice to End Tenancy for Cause (the One Month Notice)?

Is the landlord entitled to recover its filing fee?

Background and Evidence

The tenancy began approximately 2 years ago.

The manager W.H. testified that on January 3, 2019 he personally served the tenant with the One Month Notice and this was witnessed by his wife and co-manager H.D. The effective date of the One Month Notice was February 28, 2019.

The tenant acknowledged receipt of the One Month Notice. The tenant has not vacated the rental unit as per the effective date of the Notice or filed an application to dispute the One Month Notice.

The tenant submits that there was a verbal agreement with the landlord to re-instate the tenancy if outstanding rent was paid for March and April 2019.

The landlord submits that the tenant is mixing the One Month Notice up with previous 10 Day Notices for unpaid rent which the landlord did rescind on the payment of outstanding rent. The landlord submits they had no verbal agreement with the tenant to rescind the One Month Notice and that rent was collected since the tenant was still occupying the rental unit.

Analysis

I am satisfied that the tenant was personally served with the One Month Notice on January 3, 2019.

Section 47 of the Act contains provisions by which a landlord may end a tenancy for cause by giving a notice to end tenancy. Under this section, the tenant may make a dispute application within ten days of receiving the One Month Notice. If, as in the present case, the tenant does not make an application for dispute within ten days, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the One Month Notice.

The tenant has provided insufficient evidence that there was a verbal agreement to rescind the One Month Notice. I accept the landlord's submission that the tenant was confusing the One Month Notice with previous notices for unpaid rent.

I find that the One Month Notice complies with the requirements of Section 52 of the Act, accordingly, the landlord is granted an Order of Possession pursuant to section 55 of the Act.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application. This amount can be retained from the tenant's security deposit.

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of 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 25, 2019

Residential Tenancy Branch