



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      FFL OPC

### Introduction

This hearing was convened by way of conference call concerning an application made by the landlord seeking an Order of Possession for cause and to recover the filing fee from the tenant for the cost of the application.

The landlord and the tenant attended the hearing and each gave affirmed testimony. The parties were also given the opportunity to question each other.

### Issue(s) to be Decided

Has the landlord established that the One Month Notice to End Tenancy for Cause was issued in accordance with the *Residential Tenancy Act*?

### Background and Evidence

**The landlord** testified that this month-to-month tenancy began on April 13, 2012 and the tenant still resides in the rental unit. Rent in the amount of \$676.00 per month is currently payable on the 1<sup>st</sup> day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$325.00 as well as a pet damage deposit in the amount of \$100.00, both of which are still held in trust by the landlord. The rental unit is a basement suite and the landlord resides in the upper level of the rental home. A copy of the tenancy agreement has been provided as evidence for this hearing.

The landlord further testified that on August 2, 2019 she personally served the tenant with a One Month Notice to End Tenancy for Cause, a copy of which has been provided for this hearing. It is dated August 2, 2019 and contains an effective date of vacancy of

September 30, 2019. The reasons for issuing it states: "Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so." The tenant has not served the landlord with an Application for Dispute Resolution disputing the notice, however if an Order of Possession is granted, the landlord would be content with an effective date of vacancy of December 31, 2019.

When asked about the landlord's father advising the tenant to ignore the notice and pay the rent, the landlord replied that her father owns the house, but the tenancy agreement names the landlord as landlord, not her father, and the landlord looks after the business.

**The tenant** testified that she is not a bad tenant, does everything asked by the landlord and doesn't complain about how she gets treated, telling the tenant she's stupid or yelling at the tenant on the street in front of neighbours.

The tenant didn't dispute the notice because the landlord's father told her to ignore it and be nice to the landlord, and continue paying rent.

### Analysis

The *Residential Tenancy Act* states clearly that once served with a One Month Notice to End Tenancy for Cause (the Notice), the tenant has 10 days to dispute it by filing and serving the landlord with an Application for Dispute Resolution. If the tenant fails to do so, the tenant is conclusively presumed to have accepted the end of the tenancy. The Notice also contains that information for the tenant.

In this case, the tenant did not dispute the Notice but received incorrect advice from the landlord's father.

I have reviewed the Notice, and I find that it is in the approved form and contains information required by the *Act*. I have also reviewed the tenancy agreement which names the landlord in this case as the landlord who attended the hearing.

Given that the tenant has not disputed the Notice, I find that the tenant is conclusively presumed to have accepted the end of the tenancy, and I grant an Order of Possession in favour of the landlord. Since the landlord has agreed, I grant the Order of Possession effective at 1:00 p.m. on December 31, 2019.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$100.00 filing fee, and I order the landlord to keep \$100.00 from the security deposit held in trust.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective at 1:00 p.m. on December 31, 2019 and the tenancy will end at that time.

I further order the landlord to keep \$100.00 of the security deposit held in trust as recovery of the filing fee.

This order is final and binding and may be enforced.

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: November 21, 2019

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Residential Tenancy Branch