



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 an application by the landlord pursuant to sections 55 and 72 of the *Residential Tenancy Act*. The landlord applied for an order of possession pursuant to a notice to end tenancy for cause and for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves. The landlord was accompanied by her agent.

As both parties were in attendance, I confirmed service of documents. The tenant confirmed receipt of the landlord's evidence and stated that he did not file any of his own. I find that the tenant was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Does the landlord have cause to end the tenancy? Is the landlord entitled to the recovery of the filing fee?

Background and Evidence

On July 06, 2020, the landlord served the tenant with a one-month notice to end tenancy for cause, with an effective date of August 31, 2020. The landlord served this notice in person and the tenant confirmed receipt of the notice to end tenancy on July 06, 2020.

The tenant stated that he did not make application to dispute the notice because he understood that by attending this hearing, he was disputing the notice and would testify that the reasons for the notice are unfounded and false.

Analysis

Section 52 of the *Residential Tenancy Act* describes the form and content of a notice to end tenancy as follows:

Form and content of notice to end tenancy

52 In order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) *[tenant's notice]*, state the grounds for ending the tenancy,
 - (d.1) for a notice under section 45.1 *[tenant's notice: family violence or long-term care]*, be accompanied by a statement made in accordance with section 45.2 *[confirmation of eligibility]*, and
- (e) when given by a landlord, be in the approved form.

Based on the sworn testimony of both parties and the documents filed into evidence, I find that the landlord served the tenant with a notice that was in compliance with section 52 of the *Residential Tenancy Act*

I further find that the tenant did not dispute the notice to end tenancy. Pursuant to section 47 (5) of the *Residential Tenancy Act*, if a tenant has received a notice to end tenancy for cause and does not make an application for dispute resolution within ten days after receiving the notice, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit by that date.

Therefore, I uphold the notice to end tenancy dated July 06, 2020. Accordingly, the landlord is entitled to an order of possession.

Pursuant to section 55(2), I am issuing a formal order of possession effective by 1:00pm on October 31, 2020. The Order may be filed in the Supreme Court for enforcement.

Since the landlord has proven her case, she is entitled to the recovery of the filing fee of \$100.00. The landlord may retain \$100.00 from the security deposit.

Conclusion

I grant the landlord an order of possession by **1:00pm on October 31, 2020.**

The landlord may retain \$100.00 from the security deposit.

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: October 08, 2020

Residential Tenancy Branch