



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Coastside Management Ltd and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPN, FF

### Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (Act) for:

- an order of possession of the rental unit based upon a tenant's written notice of their intent to vacate; and
- recovery of the filing fee.

The landlord's agent (landlord) and tenant attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process.

The parties confirmed receiving the other's evidence.

Thereafter both parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession of the rental unit?

Is the landlord entitled to recovery of the filing fee?

### Background and Evidence

The written tenancy agreement submitted by the landlord showed that this tenancy began on December 1, 2012, monthly rent at the beginning of the tenancy was \$550, and a security deposit of \$275 being paid by the tenant. The tenant said at the hearing his security deposit was \$225.

In support of their application, the landlord, submitted that the tenant sent them a letter on September 21, 2020, stating that the tenant was ending the tenancy and vacating the rental unit on or before October 31, 2020. Filed into evidence was a copy of the notice from the tenant.

The landlord said that the tenant later informed her that the home he intended to move into fell through and he would be unable to move out on the planned date of October 31, 2020. The landlord said she allowed the tenant to stay an extra month; however, to date, the tenant has not vacated the rental unit.

The landlord has accepted the monthly rent since the effective date of the tenant's notice, but submitted a copy of the letter sent to the tenant that the acceptance of rent did not mean they wanted to continue the tenancy. This letter was dated December 4, 2020, and was filed into evidence.

As the tenant has not vacated pursuant to his written notice, the landlord seeks an order of possession of the rental unit.

#### *Tenant's response-*

The tenant submitted that he is unable to find alternate suitable accommodation and that the landlord intends on raising the monthly rent for the next tenants. The tenant submitted that the landlord has reinstated the tenancy as the landlord did not provide receipts for use and occupancy only.

Near the conclusion of the hearing, the landlord agreed that the tenancy could continue until February 28, 2021, due to the tenant paying the monthly rent for February 2021.

### Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

Section 44(1)(a)(i) of the Act provides that a tenancy ends when a tenant gives notice to the landlord.

As it pertains to a tenant's notice to end the tenancy, section 45(4) requires the notice to end the tenancy given under this section comply with section 52 [form and content of notice to end tenancy].

Section 52 of the Act states that in order to be effective, a notice to end the tenancy must be in writing and must be signed and dated by the tenant giving the notice, give the address of the rental unit, and state the effective date.

In the case before me, I find the tenant's written notice complies with section 52, and that this notice from the tenant ended the tenancy.

While the tenant has been paying his monthly rent, I find the landlord put the tenant on notice that the acceptance of monthly rent payments would not reinstate the tenancy.

I therefore find that the landlord is entitled to an order of possession of the rental unit under section 55(2)(a) of the Act.

I grant the landlord recovery of their filing fee of \$100.

### Conclusion

The landlord's application is successful.

The landlord is granted an order of possession effective **February 28, 2021, at 1:00 p.m.** This order must be served on the tenant to be enforceable and may be enforced in the Supreme Court of British Columbia. I find the tenancy ends on February 28, 2021, at 1:00 p.m.

The tenant is **cautioned** that the landlord's costs of enforcement of the order of possession, including **bailiff fees**, is subject to recovery from the tenant.

The landlord is granted a monetary order in the amount of \$100, the cost of the filing fee. If the landlord chooses, they may keep \$100 from the tenant's security deposit to satisfy this monetary award. If the landlord deducts \$100 from the tenant's security deposit, the monetary order is void and of no force or effect.

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: February 18, 2021

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Residential Tenancy Branch