



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding H.E.rooms inc
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was scheduled to convene at 11:00 a.m. this date by way of conference call concerning an application made by the landlord seeking an Order of Possession for cause.

The landlord was represented at the hearing by an agent who gave affirmed testimony and provided evidence in advance of the hearing. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant joined the call. The landlord testified that the tenant was served with the application and notice of this hearing, as well as the evidentiary material, personally on March 12, 2021. I accept that testimony and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

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's agent testified that this month-to-month tenancy began on March 1, 2016 and the tenant still resides in the rental unit. There is no written tenancy agreement that can be located by the landlord's agent, however rent in the amount of \$615.00 per month is currently payable on the 1st 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 \$300.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is one of 76 single rooms in a complex.

The landlord's agent further testified that on January 29, 2021 the landlord served the tenant with a One Month Notice to End Tenancy for Cause by posting it to the door of the rental unit. A copy has been provided for this hearing and it is dated January 29,

2021 and contains an effective date of vacancy of February 28, 2021. The reasons for issuing it state:

- Tenant or a person permitted on the property by the tenant has... (no other checkmarks);
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlord's agent testified that the tenant has changed the lock to the rental unit without permission from the landlord and without providing the landlord with a key. The landlord has asked the tenant to change it back, and that request was also made in writing on December 1, 2020. The tenant has not corrected the breach and told the landlord's agent that people have been breaking into his room, however the landlord's agent does not believe that to be possible.

The tenant has not served the landlord with an Application for Dispute Resolution disputing the Notice, and the landlord seeks an Order of Possession for the tenant's failure to correct the breach.

Analysis

The *Residential Tenancy Act* specifies that once served with a One Month Notice to End Tenancy for Cause, 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 landlord's agent testified that the tenant has not served the landlord with an Application for Dispute Resolution, and I have no such application before me. Therefore, I find that the tenant is conclusively presumed to have accepted the end of the tenancy.

I have reviewed the Notice and I find that it is in the approved form and contains information required by the *Act*. I also accept the undisputed testimony of the landlord's agent that the tenant was requested in writing to change the locks but has failed to correct that breach, and the landlord is entitled to an Order of Possession.

Since the effective date of vacancy has passed, I grant the Order of Possession effective on 2 days notice to the tenant.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$100.00 filing fee. I order the landlord to keep that amount from the \$300.00 security deposit held in trust as full recovery.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective on 2 days notice to the tenant.

I further order the landlord to keep \$100.00 of the \$300.00 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: June 10, 2021

Residential Tenancy Branch