



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding COLUMBIA PROPERTY MANAGEMENT LTD. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPN, FFL

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord October 24, 2022 (the “Application”). The Landlord applied as follows:

- For an Order of Possession based on the Tenants’ notice to end tenancy
- To recover the filing fee

Z.A. appeared at the hearing as agent for the Landlord. The Tenants appeared at the hearing. I explained the hearing process to the parties. I told the parties they are not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The parties provided affirmed testimony.

The Landlord submitted evidence prior to the hearing. The Tenants did not submit evidence. I confirmed service of the hearing package and Landlord’s evidence, and no issues arose.

The parties were given an opportunity to present relevant evidence and make relevant submissions. I have considered all evidence provided. I will only refer to the evidence I find relevant in this decision.

### Issues to be Decided

1. Is the Landlord entitled to an Order of Possession based on the Tenants’ notice to end tenancy?
2. Is the Landlord entitled to recover the filing fee?

### Background and Evidence

A written tenancy agreement was submitted, and the parties agreed it is accurate. The tenancy started December 01, 2019, and was for a fixed term ending November 30, 2020. The tenancy then became month-to-month. Rent is due on the first day of each month.

The Landlord submitted a notice dated August 31, 2022 signed by the Tenants (the "Notice"). The Notice states that the Tenants will move out of the rental unit September 30, 2022.

Z.A. testified that the Landlord received the Notice August 31, 2022, and accepted it. Z.A. testified that the Tenants did not vacate as stated in the Notice.

The Tenants agreed they provided the Landlord the Notice. Tenant L.L. testified that Z.A. phoned L.L. and told them they could give notice ending the tenancy or they would be issued a 10 Day Notice. L.L. said they were pressured to give the Notice. L.L. testified that they sent another letter cancelling the Notice.

Z.A. denied that they told L.L. they could give notice ending the tenancy or be issued a 10 Day Notice. Z.A. testified that the Tenants got dogs which was not allowed. Z.A. testified that they told the Tenants in writing that if they did not get rid of the dogs, they may be evicted pursuant to a One Month Notice for breaching the tenancy agreement.

In reply, L.L. acknowledged Z.A. may have mentioned a One Month Notice rather than a 10 Day Notice.

Z.A. sought an Order of Possession effective March 31, 2023.

I have reviewed the Landlord's documentary evidence and will refer to it below as necessary.

### Analysis

This is a month-to-month tenancy and the Tenants were permitted to end it pursuant to section 45(1) of the *Residential Tenancy Act* (the "Act"). The Landlord accepted the Notice and therefore the tenancy ended September 30, 2022, pursuant to section 44(1)(a)(i) of the Act. Pursuant to RTB Policy Guideline 11, the Tenants could not

unilaterally cancel or withdraw the Notice. The Landlord had to consent to the Tenants cancelling or withdrawing the Notice and the Landlord did not do so. Given this, the tenancy ended pursuant to the Notice.

I do not accept that the Tenants were pressured into giving the Notice because there is no compelling evidence to support this before me. There is no recording of a conversation between the parties that could support that the Tenants were pressured into giving the Notice. There is no documentary evidence before me to support that the Tenants were pressured into giving the Notice. I note that there is a statement by a representative for the Tenants to Z.A. saying the Tenants were pressured into giving the Notice; however, this is not compelling evidence that this in fact occurred. Further, I accept Z.A.'s testimony over that of L.L. because Z.A.'s testimony is supported by the documentary evidence submitted. Given this, I accept Z.A.'s denial that they pressured the Tenants into giving the Notice. I also note that it was not unlawful or wrong for the Landlord to warn the Tenants that they may be evicted if they continued to breach their tenancy agreement in relation to having dogs, and this does not amount to pressure to provide the Notice.

Given the above, this tenancy ended pursuant to the Notice and the Tenants were required to vacate the rental unit September 30, 2022. Pursuant to section 55(2)(a) of the *Act*, the Landlord is entitled to an Order of Possession and is issued one effective at 1:00 p.m. on March 31, 2023.

Given the Landlord has been successful in the Application, I award them \$100.00 as reimbursement for the filing fee pursuant to section 72(1) of the *Act*.

### Conclusion

The Landlord is issued an Order of Possession effective **at 1:00 p.m. on March 31, 2023**. This Order must be served on the Tenants. If the Tenants do not comply with the Order, it may be filed in the Supreme Court and enforced as an order of that Court.

The Landlord is issued a Monetary Order in the amount of \$100.00. This Order must be served on the Tenants and, if the Tenants do not comply with the Order, it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: March 06, 2023

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Residential Tenancy Branch