



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## Decision

### Dispute Codes:

OPC, FF

### Introduction

This Application for Dispute Resolution was to deal with a request by the landlord seeking an Order of possession based on a One-Month Notice to End Tenancy for Cause, dated September 1, 2012.

Both parties appeared and gave testimony in turn.

### Preliminary Matter

During the hearing the landlord requested an amendment to the landlord's application to add a monetary claim against the tenant.

The respondent tenant did not agree with the amendment. The landlord's request was denied on the basis that it would unfairly prejudice the respondent who did not receive advance notice to prepare to defend against the added monetary claim.

However, either the landlord is still at liberty to pursue an application for dispute resolution under section 67 of the Act, to seek monetary compensation for rent owed or losses or damages that resulted from the other party's failure to comply with the Act.

### Issue(s) to be Decided

Is the landlord entitled to receive an Order of Possession based on the One Month Notice to End Tenancy for Cause?

### Background and Evidence: One Month Notice

The tenancy began on July 1, 2012 with rent set at \$500.00. A security deposit of \$250.00 was paid. Submitted into evidence was a copy of the One-Month Notice to End Tenancy for Cause dated September 1, 2012 purporting to be effective on September 30, 2012. The One-Month Notice to Notice to End Tenancy for Cause indicated that the tenant had been repeatedly late paying rent, , significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property, seriously jeopardized the health, safety or lawful right of another occupant or the

landlord and engaged in illegal activity that adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord. The landlord submitted a copy of a document titled, "*Ten Day Notice to End Tenancy for Unpaid Rent, PROOF OF SERVICE*" showing that the tenant was served with a Ten Day Notice to End Tenancy for Unpaid Rent BY POSTING IT ON THE DOOR ON September 1, 2012 and witnessed by a neighbour. No evidence was submitted by the landlord to verify that the One-Month Notice to End Tenancy for Cause was served on the tenant.

The landlord also testified that the tenant is in arrears for rent owed and has been served with a Ten Day Notice to End Tenancy for Unpaid Rent. This matter is not part of the application before me.

The landlord's witness supported the landlord's testimony.

The tenant had not applied to dispute the One Month Notice to End Tenancy for Cause. However, the tenant testified that she had never been served with a One Month Notice to End Tenancy for Cause at all. The tenant testified that she was only given a Ten Day Notice to End Tenancy for Unpaid Rent and then paid the rent. The tenant further testified that she did not receive any of the evidence submitted by the landlord, including the copy of the One Month Notice nor the "proof of Service" document. The tenant stated that she intends to move on November 30, 2012 and is not adverse to the landlord being issued an Order of Possession reflecting her date of departure.

### **Analysis: One Month Notice to End**

During the hearing the mediated discussion that ensued and the parties mutually agreed to end the tenancy as of November 30, 2012 by consent. Accordingly, I hereby grant an Order of Possession to the landlord reflecting this agreement.

Pursuant to the mutual agreement reached between these parties, I hereby issue an Order of Possession in favour of the landlord effective November 30, 2012 at 1:00 p.m. This Order must be served on the Applicant tenant and may be enforced by the Supreme Court if necessary.

The landlord is ordered to retain \$50.00 from the tenant's \$250.00 security deposit, in reimbursement for the cost of this application, the remainder of which must be administered after the end of the tenancy in compliance with section 38 of the Act.

### **Conclusion**

An Order of Possession was issued to the landlord on consent of the parties.

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 08, 2012.

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Residential Tenancy Branch