



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      Landlord:    OPC   FF  
                         Tenant:        CNC

### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “*Act*”).

The Landlord's Application for Dispute Resolution was received by the Residential Tenancy Branch on September 7, 2016 (the “Landlord's Application”). The Landlord applied for the following relief pursuant to the *Act*:

- an order of possession based on a 1 Month Notice to End Tenancy for Cause, dated August 26, 2016 (the “1 Month Notice”); and
- an order granting recovery of the filing fee.

The Tenant's Application for Dispute Resolution is dated August 31, 2016 (the “Tenant's Application”). The Tenant applied for an order cancelling the 1 Month Notice, pursuant to the *Act*.

This matter was set for hearing by telephone conference call at 9:00 A.M. (Pacific Time) on October 28, 2016. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time was H.R., the agent of the Landlord. As the Tenant did not attend the hearing by 9:10 A.M., and the Landlord's agent appeared and was ready to proceed, I dismiss the Tenant's claim without leave to reapply.

When a tenant's application to cancel a notice to end tenancy is dismissed, and the notice complies with section 52 of the *Act*, section 55 of the *Act* requires that I issue an order of possession in favour of the Landlord. Having reviewed the 1 Month Notice, I find it complies with section 52 of the *Act*. Accordingly, I grant the Landlord an order of possession, which will be effective two (2) days after service on the Tenant.

During the hearing, H.R., who provided his solemn affirmation, provided details concerning the terms of the tenancy. In particular, he confirmed that the Landlord retains a security deposit in the amount of \$497.50. H.R. testified further that the parties have verbally agreed the tenancy will end on November 30, 2016. While the order of possession I have granted will be effective two (2) days after service on the Tenant, the parties are at liberty to negotiate the end date of the tenancy. Any such agreement should be in writing, signed and dated by the parties. If the parties do negotiate a later end to the tenancy, they are reminded that their respective rights and obligations under the *Act*, including payment of rent, will continue until the tenancy ends. These comments do not detract in any way from the Landlord's right to enforce the order of possession. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

As the Landlord's has been successful, I grant the Landlord recovery of the \$100.00 filing fee paid to make the Landlord's Application. I order that this amount may be deducted from the Tenant's security deposit at the end of the tenancy.

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 28, 2016

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Residential Tenancy Branch