



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPC; OPB; FF

Introduction

This is the Landlord's application for an Order of Possession; and to recover the cost of the filing fee from the Tenant.

The parties gave affirmed testimony at the Hearing.

Issues to be Decided

- Is the Landlord entitled to an Order of Possession?

Background and Evidence

A copy of the tenancy agreement was provided in evidence. This tenancy began on September 1, 2009. Monthly rent is due on the first day of each month. The Tenant paid a security deposit in the amount of \$180.00 at the beginning of the tenancy.

The Landlord provided copies of two Notices to End Tenancy for Cause. One was issued on February 28, 2012, and the other was issued on March 27, 2012. The Landlord testified that she served the Tenant with the Notice that was issued on March 27, 2012, but was not certain of the exact date. The Tenant acknowledged receiving the Notice on March 27, 2012.

The Tenant did not file an Application for Dispute Resolution seeking to cancel either of the Notices that were provided in evidence. She testified that she was actually served with three Notices to End Tenancy and that she wished to have a Hearing in order to provide her testimony on why all of the Notices should be cancelled.

The Landlord asked for an Order of Possession to be effective May 31, 2012.

Analysis

Based on the testimony of both parties, I accept that the Landlord served the Tenant with the March 27 Notice to End Tenancy on March 27, 2012. The Tenant did not file for dispute resolution, within 10 days of receiving the Notice to End Tenancy. Page two of the Notice clearly indicates that the Tenant has 10 days after receipt of the Notice to file an Application to dispute it.

The Tenant expressed a desire to be heard with respect to the causes alleged on the Notices. Section 66(1) of the Act allows me to extend a time limit established by the Act in **exceptional** circumstances. However, Section 66(3) of the Act provides that I may not extend the time limit to make an application for dispute resolution to dispute a Notice to End Tenancy beyond the effective date of the Notice.

A Notice to End Tenancy for Cause ends the tenancy effective on a date that is not earlier than one month after the date the Notice is received and is the day before the day in the month that rent is payable under the tenancy agreement. Therefore, I find the effective date of the end of tenancy was April 30, 2012. Even if I accepted that there were exceptional circumstances for the Tenant not filing an Application to dispute the Notice, Section 66(3) of the Act precludes me from allowing an extension of time to file that application.

As explained to the Tenant, pursuant to the provisions of Section 47(5) of the Act, the Tenant is conclusively presumed to have accepted that the tenancy ended on April 30, 2012. I find that the Landlords are entitled to an Order of Possession. The Landlord requested the Order to be effective May 31, 2012.

The Landlords have been successful in their application and are entitled to recover the cost of the \$50.00 filing fee from the Tenant. Pursuant to the provisions of Section 72 of the Act, the Landlords may deduct the \$50.00 monetary award from the security deposit.

Conclusion

I hereby provide the Landlords an Order of Possession effective **1:00 p.m., May 31, 2012**. This Order must be served on the Tenant and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I order that the Landlords may deduct the cost of the **\$50.00** filing fee from the security deposit. The balance of the security deposit must be applied in accordance with the provisions of the Act.

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: May 09, 2012.

Residential Tenancy Branch