



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PODOLLANS CONSTRUCTION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC O

Introduction

This hearing dealt with an Application for Dispute Resolution filed on March 14, 2013, by the Tenant to cancel the Notice issued for cause and to clarify that the effective date of that Notice is to be April 30, 2013.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. What is the effective date of the 1 Month Notice to end tenancy for cause issued March 6, 2013?
2. Is the Tenant wishing to dispute the Notice?

Background and Evidence

The Tenant submitted a copy of the 1 Month Notice issued March 6, 2013, as documentary evidence.

The parties confirmed they entered into a written month to month tenancy agreement that began on approximately December 1, 2012. Rent is payable on the first of each month in the amount of \$800.00 and on or before December 1, 2012, the Tenant paid \$400.00 as the security deposit.

The Tenant testified that she received the Notice March 6, 2013, and she was not disputing the Notice because she plans to move out of the rental unit by April 30, 2013. She did want to confirm that the effective date of the Notice was April 30, 2013.

The Landlord stated that he was not interested in settling this matter to end the tenancy April 30, 2013. That is because the Tenant has not paid her rent so he has filed his own application for an earlier possession date based on a 10 Day Notice he subsequently served.

Analysis

Section 47(2) of the Act provides that a Notice issued for cause must end the tenancy effective on a date that is not earlier than one month after the date the notice is received and the day before the day in the month that rent is payable under the tenancy agreement.

Section 53(2) of the Act provides that incorrect effective dates of Notices to End Tenancy are automatically changed to the earliest date that complies with the Act.

The Notice was served upon and received by the Tenant on March 6, 2013. Therefore, I find the 1 Month Notice to End Tenancy that was issued on March 6, 2013, would have an effective date of **April 30, 2013**. In order to be effective March 31, 2013, the Notice would have had to been issued and served on or before February 28, 2013.

The Tenant did not wish to dispute the Notice. Accordingly, I dismiss her application.

Conclusion

I HEREBY DISMISS the Tenant's application, without leave to reapply.

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: April 15, 2013

Residential Tenancy Branch