



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPC; FF

Introduction

This Hearing dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession for Cause and to recover the cost of the filing fee from the Tenant.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

The Landlord testified that she served the Tenant with the Notice of Hearing documents by registered mail, sent August 2, 2013. The Landlord provided the tracking numbers in evidence. The Tenant stated that he did not pick up the registered documents because he was too busy at work. However, he understood that the Hearing was taking place and signed into the Hearing.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

Background and Evidence

This tenancy began on April 1, 2013. Monthly rent is \$980.00, due on the first of the month. The Tenant paid a security deposit in the amount of \$490.00 at the beginning of the tenancy.

The Tenant testified that the Landlord served him with the Notice to End Tenancy for Cause (the "Notice") by handing the document to the Tenant on July 11, 2013. The

Tenant did not dispute the Notice. The Notice explains that the Tenant had 10 days to dispute the Notice or he would be presumed to have accepted the Notice.

Analysis

The Notice gives an effective date of August 11, 2013. Section 53 of the Act provides that an incorrect effective end-of-tenancy date on a notice to end tenancy is automatically corrected to the earliest date that complies with the Act. I find the Tenant is conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice, August 31, 2013.

The Tenant stated that he wanted more time to find alternative accommodation.

I find that the Landlord is entitled to an Order of Possession effective August 31, 2013. However, the Landlord stated that she would not enforce the Order of Possession until September 30, 2013, if the Tenant paid outstanding rent in the amount of \$426.00 by the end of the day, August 28, 2013, and paid \$980.00 for use and occupancy only for the month of September, 2013, on September 1, 2013.

The Tenant agreed that he owed outstanding rent in the amount of \$426.00.

The Landlord has been successful in her application and I find that she is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

Conclusion

I hereby provide the Landlord with an Order of Possession **effective 2 days after service of the Order upon the Tenant**. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

If the Tenant pays the amounts on the dates provided above, the Landlord may not serve the Tenant with the Order of Possession until September 28, 2013.

If the Tenant does not pay the amounts on the dates provided above, the Landlord is at liberty to serve the Tenant with the Order of Possession and the Tenant will have 2 days to vacate the rental unit.

Pursuant to the provisions of Section 72 of the Act, the Landlord may deduct the **\$50.00** filing fee from the security deposit held for the Tenant.

The remainder of the security deposit must be dealt with in accordance with the provisions of the Act.

This Decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: August 28, 2013

Residential Tenancy Branch

