



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPC, OPB, FF

Introduction

The hearing was scheduled in response to the an Application for Dispute Resolution, in which the Landlord has made application for an Order of Possession and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

The male Landlord stated that on April 01, 2014 the Application for Dispute Resolution, the Notice of Hearing, and documents the Landlord wishes to rely upon as evidence were posted on the Tenant's door. The female Landlord stated that she observed these documents being posted on the door on April 01, 2014. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession, pursuant to section 55 of the *Residential Tenancy Act (Act)*?

Background and Evidence

The male Landlord stated that this tenancy began on March 01, 2014 and that the Tenant agreed to pay monthly rent of \$750.00 by the fifth day of each month.

The male Landlord stated that on March 19, 2014 he personally served the Tenant with a One Month Notice to End Tenancy for Cause. He stated that the Tenant signed the Notice to End Tenancy to confirm receipt of the document. A copy of the Notice, which appears to have been signed by the Tenant, was submitted in evidence.

The One Month Notice to End Tenancy for Cause indicated that the Landlord was ending the tenancy because the tenant was repeatedly late paying rent; the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; the tenant or a person

permitted on the property by the tenant has seriously jeopardized he health or safety or lawful right of another occupant or the landlord; the tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk; the tenant has engaged in illegal activity that has, or is likely to, adversely affect the quiet enjoyment, security, safety or well-being of another occupant; and the security or pet damage deposit has not been paid within 30 days of the date it is due.

The Notice to End Tenancy declares that the Tenant must vacate the rental unit by April 18, 2014. The Notice declares the Tenants that they must move out of the rental unit by the date set out on the front page of the Notice if they do not dispute the Notice within ten days of receiving it. I have no evidence that the Tenant disputed the Notice to End Tenancy.

Analysis

On the basis of the undisputed evidence, I find that rent for this tenancy is due by the fifth day of each month.

On the basis of the undisputed evidence, I find that on March 19, 2014 the Tenant received a One Month Notice to End Tenancy for Cause, served pursuant to section 47 of the *Act*, which declared that he must vacate the rental unit by April 18, 2014.

Section 47(5) of the *Act* stipulates that a tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of a notice received pursuant to section 47 of the *Act* and that the tenant must vacate the rental unit by that date unless the tenant disputes the notice within ten days of receiving it. As there is no evidence that the Tenant filed an Application for Dispute Resolution to dispute the Notice to End Tenancy, I find that he accepted that the tenancy was ending on the effective date of the Notice, pursuant to section 47(5) of the *Act*. I therefore find that the Tenant must vacate the rental unit on the effective date of the Notice and that the Landlord is entitled to an Order of Possession for that effective date.

Section 47(2) of the *Act* stipulates that a One Month Notice to End Tenancy 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. As the Tenant received this Notice on March 19, 2014 and rent is due by the fifth of each month, I find that the earliest effective date of the Notice is May 04, 2014.

Section 53 of the *Act* stipulates that if the effective date stated in a Notice is earlier than the earliest date permitted under the legislation, the effective date is deemed to be the earliest date that complies with the legislation. Therefore, I find that the true effective date of this Notice to End Tenancy is May 04, 2014.

I find that the Landlord's application for an Order of Possession has merit and that he is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on May 04, 2014. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

The Landlord has established a monetary claim, in the amount of \$50.00, in compensation for the fee paid to file this Application for Dispute Resolution and I grant the Landlord a monetary Order for this amount. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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 08, 2014

Residential Tenancy Branch

