



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes

OPC MND MNSD MNDC FF O

### Introduction

This hearing dealt with the landlord's application for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord participated in the teleconference hearing, but the tenants did not call into the hearing. The landlord submitted evidence that they served the tenants with the application for dispute resolution and notice of hearing by registered mail on \*. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenants were deemed served with notice of the hearing on \*, and I proceeded with the hearing in the absence of the tenants.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

### Background and Evidence

The tenancy began on November 1, 2013. On February 25, 2014 the landlord served the tenants with a notice to end tenancy for cause. The tenants did not apply to dispute the notice. The landlord stated that his monetary claim was based on estimates for replacing a damaged window and two doors in the rental unit.

The Landlord's evidence included the following:

- a copy of a residential tenancy agreement, signed by the tenants and the landlord, indicating rent due on the first of each month;
- a copy of a Notice to End Tenancy for Cause, issued on February 25, 2014, with an effective vacancy date of March 28, 2014;
- testimony that the tenants were served the Notice to End Tenancy for Cause by posting the notice on the rental unit door on February 25, 2014; and
- a copy of the Landlord's Application for Dispute Resolution, filed April 4, 2014.

### Analysis

I have reviewed all evidence and I accept that the tenants were served with the notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenants on February 28, 2014. The effective date on a notice to end tenancy for cause should fall on the last day of the rental period after the rental period in which the notice is served. If the effective date indicated on the notice is incorrect, the date is automatically corrected to the correct date. Therefore, in this case the corrected effective date of the notice is March 31, 2014.

I accept the evidence before me that the tenants did not apply to cancel the notice, and the tenants are therefore conclusively presumed to have accepted that the tenancy ended on the corrected effective date of the notice. The landlord is therefore entitled to an order of possession.

I find that the landlord's monetary claim was premature, as tenants must be given the opportunity to do cleaning and repairs before vacating the rental unit, and the landlord has not yet incurred these costs.

Because the landlord's claim for an order of possession was successful, he is entitled to recovery of the \$50 filing fee for the cost of his application.

### Conclusion

The landlord's monetary order is dismissed with leave to reapply.

I grant the landlord an order of possession effective two days from service. The tenants must be served with the order of possession. Should the tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I further grant the landlord an order under section 67 for the balance due of \$50. This order may be filed in the 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 16, 2014

