



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Larlyn Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession.

The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by posting it on the rental unit door on July 31, 2014 in accordance with Section 89 and that this service was witnessed by a third party. As per Section 90, the documents are deemed received by the tenant on the 3rd day after they were posted.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for cause and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 47, 55, 67, and 72 of the *Act*.

Background and Evidence

The landlord provided into evidence the following documents:

- A copy of a tenancy agreement signed by the parties on August 1, 2013 for a month to month tenancy beginning on August 1, 2013 for a monthly rent of \$950.00 due on the 1st of each month with a security deposit of \$425.00 paid; and
- A copy of a 1 Month Notice to End Tenancy for Cause dated June 31, 2014 with an effective date of July 31, 2014 citing the tenant has caused extraordinary

damage to the unit/site or property/park and the tenant has assigned or sublet the rental unit/site without the landlord's written consent.

The landlord submits the notice to end tenancy was served to the tenant by posting it on the rental unit door on June 30, 2014. The Notice indicates that the tenant had 10 days once in receipt of the Notice to file an Application for Dispute Resolution if he wanted to dispute the Notice. The tenant has not filed such an Application.

Analysis

Section 52 of the *Act* stipulates that for a notice to end tenancy issued by the landlord to be effective the notice must be in writing; be signed and dated by the landlord; give the address of the rental unit; state the effective date of the notice; state the grounds for ending the tenancy and be in the approved form.

Section 68 of the *Act* stipulates that if a notice to end tenancy does not comply with the requirements under Section 52 of the *Act* the director may amend the notice if the person receiving the notice knew or should have known the correct information and in the circumstances it is reasonable to amend the notice.

While I note that the 1 Month Notice to End Tenancy for Cause is dated June 31, 2014, I am satisfied that this was a clerical error and as the landlord has confirmed the Notice was served on June 30, 2014 I find the tenant knew or should have known the correct date of June 30, 2014. Therefore, I amend the landlord's Notice to be dated June 30, 2014 pursuant to Section 68 of the *Act*.

Section 47 of the *Act* allows a landlord to end a tenancy by giving notice to end the tenancy if the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to the rental unit or residential property or if the tenant purports to assign the tenancy agreement or sublet the rental unit without first obtaining the landlord's written consent as required by section 34.

Section 47(4) of the *Act* allows a tenant to dispute a notice to end tenancy under Section 47 within 10 days after the date the tenant receives the notice. Section 47(5) states that if a tenant does not submit an Application for Dispute Resolution seeking to dispute the notice within 10 days the tenant is conclusively presumed to have accepted that the tenancy will end on the effective date of the notice and must vacate the rental unit by that date.

As the tenant has not filed an Application for Dispute Resolution seeking to cancel the 1 Month Notice within 10 days of receipt of the Notice I find the tenant is conclusively presumed to have accepted that the tenancy would end in accordance with the Notice.

Conclusion

I find the landlord is entitled to an order of possession effective **two days after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$50.00** comprised the \$50.00 fee paid by the landlord for this application. Pursuant to Section 72(2)(b) of the *Act*, I order the landlord may deduct this amount from the security deposit held.

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: August 28, 2014

Residential Tenancy Branch

