



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BAYSIDE PROPERTY SERVICES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      o, ff

### Introduction

The landlord has applied for dispute resolution of a dispute in the tenancy at the above noted address, and requests an Order of Possession, based upon a notice given by the male tenant to end the tenancy.

### Issues to Be Decided

- Is the landlord entitled to an Order of Possession?

### Background and Evidence

This tenancy began March 1, 2013. Monthly rent is \$790.00, due on the first day of each month.

The male landlord (resident manager) testified that he was sick and away from the office from December 31, 2014 until January 5, 2015. He received two calls from the male tenant during this period. The tenant first called to say he wanted to end the tenancy. The tenant then called (on January 2) to inform the landlord that his written notice to end the tenancy was in the landlord's office. On January 5, the landlord came to the office and found the male tenant's cheque for his share of the rent, as well as written notice signed by the male tenant, and dated December 31, 2014, to end the tenancy effective January 31, 2015. On January 6 or 7, the tenant wanted boxes for moving, and the landlord gave him some. On January 10, the tenant told him he wanted to stay until February 28. The landlord did not consent to any delay in the move out date. The tenants remain in possession.

The male tenant testified that on January he provided the landlord with a notice to end the tenancy. He was told that in order for the notice to be effective, he would have to change the date on it. He then took the notice back, and told his niece to change the date. She did so and then turned it in without his knowledge or consent. He never initialed the date change. He initially denied ever signing the notice. Later he admitted having signed it when he first prepared it. The tenants no longer want to move out.

### Analysis

I prefer the male landlord's version of events to that of the tenant. The testimony was given in a forthright manner, and the extraneous detail as to the giving of moving boxes was credible and rang true. The tenant's version was not fully credible. For one thing, the tenant's initial testimony was that the notice had never been signed, when the tenant's signature appears clearly on the document. It may be that someone other than the tenant changed the date on the Notice before it was provided to the landlord, but I accept that it was given to the landlord with the intention of being effective to end the tenancy, as was confirmed by the tenant several days later when he requested moving boxes. I also question the dates in the tenant's testimony, given the credible testimony of the landlord that he was away sick until January 5.

I accept that the landlord received the tenant's notice in early January. This notice was effective to end the tenancy February 28, 2015, pursuant to section 53 of the Residential Tenancy Act. However, I also accept that the landlord has since cashed a rent cheque for March of use and occupancy, and is in possession of the balance of March rent. Under these circumstances, I direct the landlord to cash the other rent cheque for March, which extends the use and occupancy period to March 31, 2015. The landlord is entitled an Order of Possession, pursuant to section 55(2)(a), and that order will be effective March 31, 2015. The tenants must vacate the premises on or before that date.

The landlord may also recover the filing fee of \$50.00 from the tenant.

### Conclusion

The tenancy ends March 31, 2015, and the landlord is issued an Order of Possession effective that date. Should the tenants fail to comply with this Order, the landlord may register the Order with the Supreme Court for enforcement. The tenant must pay \$50.00 to the landlord representing recovery of the landlord's filing fee.

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: March 06, 2015

---

Residential Tenancy Branch

