



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPC, FF

Introduction

The hearing was convened in response to an Application for Dispute Resolution, in which the Landlord has applied for an Order of Possession for Cause and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on, or about, April 10, 2015 she personally served the Tenant with the Application for Dispute Resolution and the Notice of Hearing. 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.

On April 22, 2015 the Landlord submitted numerous documents to the Residential Tenancy Branch, which the Landlord wishes to rely upon as evidence. The Landlord stated that these documents were served to the Tenant, by registered mail, on May 01, 2015. The Landlord cited a Canada Post tracking number that corroborates this testimony. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 88 of the *Act* and they were accepted as evidence for these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

Background and Evidence

The Landlord stated that this tenancy began on February 01, 2015 and that the Tenant agreed to pay rent of \$2,500.00 by the first day of each month.

The Landlord stated that on March 17, 2015 she personally served the Landlord's son with a One Month Notice to End Tenancy for Cause. She stated that the son is an adult who resides in the rental unit.

The One Month Notice to End Tenancy for Cause declared that the Landlord was ending the tenancy because the Tenant had breached a material term of the tenancy agreement that was not corrected within a reasonable time after being given written notice to do so and because the Tenant has assigned or sublet the rental unit without the Landlord's written consent. The Notice declared that the Tenant must vacate the rental unit by May 01, 2015.

The Notice to End Tenancy for Cause declared that the Tenant 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

In the absence of evidence to the contrary, I find that the Tenant received a One Month Notice to End Tenancy for Cause, pursuant to section 47 of the *Act*, which declared that the Tenant must vacate the rental unit by May 01, 2015

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 this Notice on March 17, 2015 and rent is due on the first of each month, the earliest effective date that the Notice is May 31, 2015.

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 effective date of this Notice to End Tenancy is May 31, 2015.

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 the effective date of the Notice unless the tenant disputes the notice within ten days of receiving it. As there is no evidence that the Tenant applied to dispute the Notice to End Tenancy, I find that the Tenant accepted that the tenancy was ending on the effective date of the Notice. I therefore grant the Landlord an Order of Possession for May 31, 2015.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application.

Conclusion

I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on May 31, 2015. 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 of \$50.00 in compensation for the fee paid to file this Application for Dispute Resolution and I grant the Landlord a monetary Order in that 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: May 22, 2015

Residential Tenancy Branch

