



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPC; FF

Introduction

This is the Landlord's application for an Order of Possession and to recover the cost of the filing fee from the Tenant.

The parties and the Landlord's agent gave affirmed testimony at the Hearing.

It was determined that the Landlord's agent posted the Notice of Hearing documents to the Tenants' door on April 18, 2015.

Issues to be Decided

- Are the Landlords entitled to an Order of Possession?

Background and Evidence

The Landlord issued Notice to End Tenancy for Cause on March 17, 2015. The Landlord's agent testified that he served the Tenants with the Notice to End Tenancy by hand delivering the Notice to an adult person who lives with the Tenants, at the rental unit, at 9:00 a.m. on March 17, 2015. The Tenant PG acknowledged service in this manner.

Monthly rent is \$600.00, due on the 15th day of each month. The Landlord testified that the Tenants paid rent for the period between May 15, 2015, and June 14, 2015. The Landlord stated that he accepted this payment for use and occupancy only and that he did not reinstate the tenancy.

The Tenant PG stated that the Notice is not a valid notice to end the tenancy and that she has been recently successful in cancelling two other notices to end the tenancy. The Tenant acknowledged that she did not file an Application to cancel the Notice, stating that she was unaware that she had to do so.

The Landlord's agent asked for an Order of Possession effective June 30, 2015, in order to allow the Tenant more time to find suitable accommodation.

Analysis

I find that the Notice to End Tenancy was received by the Tenants on March 17, 2015, pursuant to the provisions of Section 89(2)(c) of the Act.

Section 47 of the Act provides, in part:

47 (4) A tenant may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice.

(5) If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (4), the tenant

(a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and

(b) must vacate the rental unit by that date.

Section 53 of the Act provides that an incorrect end-of-tenancy date on a notice to end tenancy is automatically corrected to the earliest date that complies with the Act.

I accept the evidence before me that the Tenants did not dispute the Notice to End Tenancy. Based on the foregoing, I find that the Tenants are conclusively presumed under Section 46(5) of the Act to have accepted that the tenancy ends on June 14, 2015; however, the Landlord seeks an Order of Possession to be effective on June 30, 2015. Therefore, I hereby provide the Landlord with an Order of Possession effective June 30, 2015.

The Landlord has been successful in its application and I find that he is entitled to recover the cost of the \$50.00 filing fee from the Tenants.

Pursuant to Section 72(2)(b) of the Act, the Landlord may deduct \$50.00 from the security deposit in satisfaction of recovery of the filing fee.

Conclusion

I hereby provide the Landlord with an Order of Possession effective **1:00 p.m., June 30, 2015**, for service upon the Tenants. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

The Landlord may deduct **\$50.00** from the security deposit in recovery of the cost of the 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: May 28, 2015

Residential Tenancy Branch

