



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CA Realty Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MNDC, O

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to recover the filing fee. The landlord participated in the conference call hearing but the tenant(s) did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail on April 23, 2015. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing as per the service provisions of the Act and the Rules of Procedure. The hearing proceeded in the tenants' absence. The landlord gave affirmed evidence.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order?

Is the landlord entitled to the recovery of the filing fee?

Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about May 1, 2014 for a fixed term that ended on April 30, 2015. The tenancy agreement then continues on a month to month basis. Rent in the amount of \$1025.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$512.50. On April 1, 2015 the tenant gave the landlord notice that she would be

vacating by April 30, 2015. The landlord stated that he aggressively advertised the unit and was able to rent the unit the following day for a May 1, 2015. The landlord stated that on April 9, 2015 the tenant advised him that she changed her mind and didn't want to move out. The landlord stated that he had already advised the tenant that he had rented the unit based on her notice and that she had to leave. The landlord stated that the he was able to move the new tenants into another unit pending this unit becoming vacant.

The landlord stated that the tenant has not moved as of this date. The landlord stated the tenant has paid the rent for the months of May and June for which the landlord issued a receipt for use and occupancy only. The landlord requests an order of possession.

Analysis

I accept the landlord's undisputed testimony. The tenant gave the landlord a notice to end the tenancy and the landlord acted in good faith upon that notice. The landlord conducted himself as required and made attempts to rent the unit for which he did. Section 45 of the Act addresses this issue before me as follows:

- (1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that
 - (a) is not earlier than one month after the date the landlord receives the notice, and
 - (b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

It is worth noting that the landlord accepted the notice on April 1, 2015 even though it was late and did all he could to accommodate the tenant to allow for the tenants chosen move out date. Even if the landlord had required the full notice as listed above, the tenancy would be deemed to have ended on May 31, 2015.

Based on the above facts I find that the landlord is entitled to an order of possession.

The tenant must be served with the order of possession. Should the tenant 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. As the tenant has paid for the month of June the order of possession will take effect at 1:00 p.m. on June 30, 2015.

The landlord withdrew the monetary portion, accordingly; I dismiss that portion of his application.

The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain \$50.00 from the security deposit in full satisfaction of the claim.

Conclusion

The landlord is granted an order of possession. The tenancy ends at 1:00 p.m. on June 30, 2015. The landlord may retain \$50.00 from the security deposit.

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: June 04, 2015

Residential Tenancy Branch

