



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPC, OPB, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession and to recover the fee for filing this Application for Dispute Resolution. At the outset of the hearing the Landlord withdrew the application for an Order of Possession, as the rental unit has been vacated.

The Landlord stated that on September 16, 2015 the Application for Dispute Resolution, the Notice of Hearing and documents the Landlord wishes to rely upon as evidence were posted on the door of the rental unit. 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.

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 June 01, 2015;
- the Tenant agreed to pay monthly rent of \$650.00 by the first day of each month;
- the Landlord posted a One Month Notice to End Tenancy for Cause on the door of the rental unit on August 24, 2015;
- the Notice to End Tenancy declared that the Tenant must vacate the rental unit on September 24, 2015; and
- the Tenant vacated the rental unit on October 02, 2015.

Analysis

On the basis of the undisputed evidence, I find that on August 24, 2015 a One Month Notice to End Tenancy was posted on the door of the rental unit. Section 90 of the Residential Tenancy Act (Act) stipulates that a document that is posted on a door is

deemed to be received on the third day after it is posted. I therefore find that the Tenant received the Notice to End Tenancy on August 27, 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 rent was due by the first day of each month and the Tenant is deemed to have received this Notice on August 27, 2015, the earliest effective date that the Notice was September 30, 2015.

Section 47(5) of the *Act* stipulates that tenants are 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 tenants must vacate the rental unit by that date unless the tenant disputes the notice within ten days of receiving it. As there is no evidence that the Tenant filed an application 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 and that she should have vacated the rental unit by September 30, 2015.

As the Tenant did not vacate the rental unit until October 02, 2015 I find that the Landlord's application has merit and that the Landlord is entitled to recover the cost of filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim of \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution and I grant the Landlord a monetary Order for this 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: October 05, 2015

Residential Tenancy Branch

