



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC

Introduction

The Application for Dispute Resolution filed by the landlord seeks an Order for Possession pursuant to a one month Notice to End Tenancy for cause dated January 10, 2017.

A hearing was conducted by conference call in the presence of the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the one month Notice to End Tenancy was served on the Tenants by posting on January 10, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on the Tenants by posting on January 25, 2017. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issue to be decided is whether the landlord is entitled to an Order for Possession?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on August 1, 2015. The rent is \$700 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$350 at the start of the tenancy.

The tenants have paid the rent late for February 2016, September 2016 and January 2017. The tenants owe \$200 for January and have not paid the rent for February. The tenant(s) continue to live in the rental unit.

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. The landlord served a one month Notice to End Tenancy on the Tenants for repeated late payments. The Tenant(s) have not made an application to set aside the Notice to End Tenancy and the time to do so has expired. In such situations the Residential Tenancy Act provides the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. In addition the tenants owe \$200 in rent for January 2017 and have failed to pay any rent for February.

The Notice sets the end of tenancy date for February 10, 2017. The Residential Tenancy Act provides that the landlord must set the end of tenancy date for the last day of the rental period of the ensuing month. The Act self corrects a Notice with the wrong date. Thus the end of tenancy date is February 28, 2017. Accordingly, I granted the landlord an Order for Possession effective February 28, 2017.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

This decision is final and binding on both parties.

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: February 17, 2017

Residential Tenancy Branch