



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC

Introduction

This matter dealt with an application by the Landlord for an Order of Possession.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the “hearing package”) by posting the Notice on the Tenant’s door on January 3, 2018. The Landlord submitted a Proof of Service signed by a witness to support the service of the document. The Tenant said he was away from the rental unit at that time and he did not receive the 1 Month Notice to End Tenancy for Cause but he is not disputing the Notice was served by posting it on the door. Based on the evidence of the Landlord, I find that the Tenant was deemed to be served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties present.

Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?
2. Is the Landlord entitled to an Order of Possession?

Background and Evidence

This tenancy started on September 1, 2009 as a month to month tenancy. Rent is \$800.00 per month payable in advance of the 1st day of each month. A security deposit of \$400.00 was paid at the start of the tenancy. No condition inspection report was completed at the start of the tenancy.

At the start of the hearing the Tenant was informed that he was deemed to have been served the 1 Month Notice to End Tenancy for Cause dated December 8, 2017 on December 11, 2017. Pursuant to section 90 of the Act the Notice was deemed to be served 3 days after the Landlord posted the Notice on the Tenant’s door. Further the Tenant was informed that as he did not dispute the Notice even after receiving the Landlord’s hearing package and speaking with the Residential Tenancy Branch. Consequently the Tenant is deemed to have accepted the Notice 10 Days after it is deemed to have been served or on December 11, 2017. The Tenant did not dispute the Notice by December 21, 2017 therefore the Tenant pursuant to page two of the Notice and section 47 of the Act is deemed to have accepted that the tenancy is ending on the

effective vacancy date on the Notice. The Notice has an effective vacancy date of January 8, 2018 which is incorrect and is automatically change pursuant to section 53 of the Act. The correct date for the effective vacancy date is January 31, 2018. The Landlord said he wants to end the tenancy.

The Tenant requested the Landlord reconsider ending the tenancy as all Police charges against the Tenant have been dropped and the Tenant has been a good tenant for over 9 years.

The Parties agreed to end the tenancy on February 28, 2018 and the Landlord would receive an Order of Possession effective at 1:00 p.m. on February 28, 2018. Further the Parties agreed to have discussions during February 2018 about entering into a new tenancy after this tenancy ends. The Landlord said he had to consult with his brother because the rental unit is part of his father's estate, which is being settled at this time.

Under section 63 (1) the director can assist parties or offer parties an opportunity to settle their dispute. Pursuant to section 63 of the Act the Landlord and the Tenant agreed to the above arrangement.

As no further action is required on this file, the file is closed.

Conclusion

The Parties agreed to end the tenancy on February 28, 2018 as per the above arrangement.

The Landlord has received an Order of Possession with an effective vacancy date of February 28, 2018.

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: January 30, 2018

Residential Tenancy Branch