



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, FFL

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession based on a 2 month Notice to End Tenancy for landlord use dated May 2, 2018 and setting the end of tenancy for July 2, 2018..
- b. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The parties acknowledged they had received the documents of the other party.

I find that the 2 month Notice to End Tenancy was personally served on the Tenant on May 2, 2018. Further I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was personally served on the Tenant on July 4, 2018.

Issue(s) to be Decided:

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The tenancy began on February 28, 2014. The rent is \$780 per month payable in advance on the last day of each month. The tenant paid a security deposit of \$375 at the start of the tenancy.

The Tenant stated that he does not dispute that the landlord is entitled to regain possession. However, he submits the end of tenancy date does not comply with the Residential Tenancy Act as it does not provide two full months notice. The tenant(s) continues to reside in the rental unit. .

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. The Tenant was served with a 2 month Notice to End Tenancy on May 2, 2018. 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.

However, I accept the submission of the Tenant that the end of tenancy date does not comply with the Residential Tenancy Act. The Act self-corrects a Notice that has been incorrectly dated. Thus the end of tenancy dated is changed to July 31, 2018.

Accordingly, I granted the landlord an Order for Possession effective July 31, 2018. I dismissed the claim for the cost of the filing fee as the Tenant would have vacated the rental unit at the end of tenancy had the landlord properly dated the Notice to End Tenancy.

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: July 20, 2018

Residential Tenancy Branch