



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, O

Introduction

This was a hearing with respect to the landlord's application for an order for possession. The hearing was conducted by conference call. The landlord attended with his daughter. The tenants called in and participated in the hearing.

Issue(s) to be Decided

Is the landlord entitled to an order for possession?

Background and Evidence

The rental unit is a suite in the landlord's house in North Vancouver. The tenancy began in August, 2011. The monthly rent is \$850.00. On February 28, 2013 the landlord gave the tenants a letter telling them to move out by April 30, 2013. The letter was not in the authorized form of a two month Notice to End Tenancy as provided by the *Residential Tenancy Act*. On March 30, 2013, after he learned that the letter was not an effective Notice to End Tenancy, the landlord gave the tenants a two month Notice to End Tenancy, The Notice was improperly back dated to February 28, 2013 and required the tenants to move out by April 30, 2013. On March 31, 2013 the landlord gave the tenants a second amended Notice to End Tenancy. The second form of Notice was dated March 31, 2013 and said that the rental unit would be occupied by the landlord or a close family member.

The tenants wrote an April 1, 2013 letter to the landlord. The letter said in part that:

The letter as of March 16/13 that you tried to pre-date is not a legal notice so now that you legal served us as of March/31/13 we know have 60 days but we will be moving in 30 days and at that time we will expect our compensation in the amount of 1 months rent \$850 dollars and at that time I will give you a written address that you must send damage deposit in full (\$425),..." (reproduced as written)

The tenants did not move out on April 30, 2013. They did not pay rent for May and they did not apply to dispute the two month Notice to End Tenancy. At the hearing the

tenant said that they were looking for another place to live and that their rent was not paid by the Provincial Ministry. The tenants submitted documentary evidence to the Residential Tenancy Office on the afternoon before this hearing. The landlord's daughter denied receiving evidence from the tenants, the tenant said she gave it to the landlord, but he threw it away.

Analysis

The original letter given by the landlord was not a proper form of notice and was not effective to end the tenancy. The Notice to End Tenancy dated February 28, 2013 was incomplete and improperly dated. The Notice to End Tenancy dated March 31, 2013 purported to end the tenancy on April 30, 2013, but the earliest effective date that the tenancy could be ended was May 31, 2013. Pursuant to section 53 (1) and (2) of the *Residential Tenancy Act* the end of tenancy date is deemed to be corrected to the earliest effective date of May 31, 2013. The tenants responded to the Notice to End Tenancy and said they intended to move out on April 30th and expected to be paid compensation of \$850.00. The tenants did not move out on April 30th, but they did not pay May rent and they have continued to reside in the rental unit. The tenants said they planned to move on May 31, 2013 and I conclude that they have not paid rent for May because they have accepted that the tenancy will end on May 31, 2013 and they have received free rent for May as compensation for the Notice to End Tenancy pursuant to section 51 (1.1) of the *Residential Tenancy Act*.

Conclusion

I find that the tenancy will end effective May 31, 2013 and I grant the landlord an order for possession effective on that day. This order may be registered in the Supreme 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: May 22, 2013

Residential Tenancy Branch

