



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## Decision

**Dispute Codes:** OPC, FF

### **Introduction**

This hearing dealt with an application by the landlord under the Residential Tenancy Act, (the Act), for an Order of Possession based on a 1 Month Notice to End Tenancy for Cause dated January 21, 2015.

Despite being served with the Notice of Hearing in person on February 3, 2015, the tenants did not appear. The hearing therefore proceeded in the tenants' absence.

### **Issue(s) to be Decided**

Is the landlord is entitled to an Order of Possession?

### **Background and Evidence Notice to End Tenancy**

The landlord testified that the tenancy started on December 15, 2014 with rent of \$700.00 due on the fifteenth day of each month.

The landlord testified that the tenants were issued a 1 Month Notice to End Tenancy for Cause on January 21, 2015 and this was served in person on January 21, 2015. A copy of the 1 Month Notice to End Tenancy for Cause was submitted into evidence and showed an effective date of February 15, 2015. The landlord testified that the tenants did not dispute the Notice and requests an order of possession.

### **Analysis**

Under section 47 of the Act, a landlord may end a tenancy by giving notice to end the tenancy for cause.

The Act states that a tenant may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the Notice. However, if a tenant who has received a Notice fails to make an application for dispute resolution in accordance with subsection 47(4), 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 this instance, I find that the tenants failed to make an application to dispute the 1 Month Notice. Therefore I find that an Order of Possession must be issued in favour of the landlord based on the Notice.

In regard to the effective date shown on the 1 Month Notice , section 53 of the Act states that, if a landlord or tenant gives notice to end a tenancy effective on a date that does not comply, the notice is deemed to be changed in accordance with the Act.

Regarding a 1 Month Notice, the effective date for ending the tenancy cannot be any day other than *the day before the day that rent is payable under the tenancy agreement*. Otherwise, the effective date will automatically be changed to comply with the Act with respect to required notice period.

In the case before me, I find that this 1 Month Notice issued on January 21, 2015 cannot be effective before March 14, 2015, which is the day before the day rent is due in compliance with the Act.

I hereby grant the landlord an Order of Possession effective March 14, 2015. This order must be served on the tenants and may be filed in the Supreme Court and enforced as an order of that Court

I find that the landlord is entitled to the \$50.00 cost of filing this application. I order that this amount may be retained from the tenants' security deposit. The remaining security deposit must be administered in compliance with section 38 of the Act.

### **Conclusion**

The landlord is successful in the application and is granted an Order of Possession based on the 1 Month Notice to End Tenancy for Cause and ordered to retain the \$50.00 cost of the application from the tenant's security deposit.

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, 2015

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Residential Tenancy Branch

