



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes: OPC, OPB, FF

Introduction

This hearing dealt with the landlord's application for an order of possession / and recovery of the filing fee. The landlord's agent participated in the hearing and gave affirmed testimony.

Despite mailing of the application for dispute resolution and notice of hearing (the "hearing package") to the tenants by way of registered mail, neither tenant appeared. Evidence submitted by the landlord includes the Canada Post tracking number for the registered mailing. Further, the Canada Post website confirms that the hearing package was "successfully delivered."

Issues to be decided

- Whether the landlord is entitled to either of the above under the Act

Background and Evidence

Pursuant to a written tenancy agreement, the term of tenancy is from May 1 to October 31, 2011. Monthly rent is \$850.00 and a security deposit of \$425.00 was collected.

The landlord issued a 1 month notice to end tenancy for cause dated May 1, 2011. The notice was served in person on the tenants on that same date. A copy of the notice was submitted in evidence. The reason shown on the notice for its issuance is as follows:

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

Specifically, the landlord claims that by keeping a pet dog, the tenants breached clause #19 in the tenancy agreement. The landlord claims that following service of the notice, the tenants continue to keep their pet dog and still reside in the unit.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord's agent, I find that the tenants were served with a 1 month notice to end tenancy for cause dated May 1, 2011. The tenants did not apply to dispute the notice within the 10 period permitted following their receipt of the notice. The tenants are therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the notice. Accordingly, I find that the landlord is entitled to an order of possession.

While the notice shows May 31, 2011 as the date by when the tenants must vacate the unit, I find that pursuant to the Act, the correct effective date is June 30, 2011. In this regard, section 53 of the Act speaks to **Incorrect effective dates automatically changed**.

As the landlord has succeeded in this application, I find that the landlord has established entitlement to recovery of the \$50.00 filing fee. I order that the landlord may retain this amount from the security deposit at the end of tenancy.

Conclusion

I hereby issue an order of possession in favour of the landlord effective not later than **1:00 p.m., Thursday, June 30, 2011**. This order must be served on the tenants. Should the tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I hereby **ORDER** that the landlord may recover the filing fee by way of withholding **\$50.00** from the security deposit at the end of tenancy.

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*.

DATE: June 15, 2011

Residential Tenancy Branch