



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession based on an undisputed Notice to End Tenancy for cause, a monetary order for unpaid rent and to recover the filing fee for the Application.

Although served with the Application for Dispute Resolution and Notice of Hearing in person on November 2, 2011, the Tenants did not appear.

The Landlord appeared, gave affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

Preliminary Issue

At the outset of the hearing the Landlord testified that the Tenants had paid the November rent. Therefore, a monetary order for unpaid rent was no longer necessary.

Issue(s) to be Decided

Have the Tenants breached the Act or tenancy agreement, entitling the Landlord to an Order of Possession?

Background and Evidence

Based on the affirmed testimony of the Landlord, I find that the Tenants were served with a one month Notice to End Tenancy for cause on September 27, 2011, by personal delivery. The effective date of the Notice was October 30, 2011, which corrects under the Act to October 31, 2011.

The Notice informed the Tenants that they had 10 days to dispute the Notice. The Landlord testified that the Tenants had not served him with an Application for Dispute

Resolution to dispute the Notice. The Landlord also testified that one Tenant has remained in the rental unit and has not vacated.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenants have not made an Application to dispute the Notice and 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. As both Tenants have failed to vacate the rental unit they are in breach of the Act.

Therefore, I find that the Landlord is entitled to an order of possession effective **two days** after service on the Tenants. This order may be filed in the Supreme Court and enforced as an order of that Court.

To recover the filing fee for the Application, I order that the Landlord may keep \$50.00 from security deposit held.

Conclusion

The Tenants failed to dispute the Notice to End Tenancy. The Tenants are presumed under the law to have accepted that the tenancy ended on the effective date of the Notice to End Tenancy but only one of the two Tenants have vacated the rental unit.

The Landlord is granted an Order of Possession and may keep \$50.00 from the security deposit to recover the filing fee for the Application.

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: November 22, 2011.

Residential Tenancy Branch