



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 for Dispute Resolution by the landlord for an order of possession, and an order to recover the cost of filing the application from the tenants.

Although served with the Application for Dispute Resolution and Notice of Hearing in person on March 21, 2014, the tenants did not appear. I find that the tenants have been duly served in accordance with the Act.

The landlord appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Issues to be Decided

Is the landlord entitled to an order of possession for cause?
Is the landlord entitled to recover the cost of the filing fee?

Background and Evidence

Based on the testimony of the landlord, I find that the tenants were served with a one month notice to end tenancy for cause on February 28, 2014 by personal service, which was witnessed. The notice explains the tenant had ten days to dispute the notice. The notice explains the tenant had ten days to dispute the notice. The notice further explains if the notice is not disputed within the ten days that the tenant is presumed to accept the notice and must move out of the rental unit by the date specified in the notice.

The landlord stated the tenants did not dispute the notice. The landlord stated that although the effective date of the notice was March 31, 2014, she had agreed with the tenants to extend the effective vacancy date to April 15, 2014. The landlord seeks an order of possession effective April 15, 2014.

Analysis

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

The tenant did not apply to dispute the Notice and is therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the landlord is entitled to an order of possession effective **APRIL 15, 2014 at 1:00 pm**. A copy of this order must be served on the tenants. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord has established a total monetary claim of \$50.00 for the fee paid by the landlord for this application. I order that the landlord retain the \$50.00 from the security deposit in full satisfaction of the claim.

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 that date was extended by agreement of the landlord.

The landlord is granted an order of possession, and may keep a portion of the security deposit in full satisfaction of the claim.

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: April 14, 2014

Residential Tenancy Branch

