



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application for an Order of Possession for cause and to recover the filing fee paid for this application from the tenants.

Service of the hearing documents, by the landlord to the tenants, was done in accordance with section 89 of the *Act*; served in person to the tenants on February 25, 2015.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for cause?

Background and Evidence

The landlord testifies that this fixed term tenancy started on November 01, 2014. Rent for this unit is \$1,050.00 plus utilities per month and is due on the first day of each month. The tenants paid a security deposit of \$525.00 at the start of the tenancy but failed to pay the required pet deposit.

The landlord testified that that the tenants were served a One Month Notice to End Tenancy on January 26, 2015 in person. The Notice has an effective date of February 28, 2015 and gives the following reason to end the tenancy:

Security or pet deposit was not paid within 30 days as required by the tenancy agreement

The landlord testified that the tenants failed to pay the pet deposit and kept requesting more time to do so. The tenants had a number of pets at the unit and knew a pet deposit was required as documented on the tenancy agreement. The landlord testified that on February 26, 2015 he gave the tenants a letter reminding the tenants that they had to move out on February 28. At that time the parties agreed in writing that the landlord would extend the tenancy until April 01, 2015 at noon. The tenants agreed to vacate the rental unit on that date. The landlord has provided a copy of the Notice and the agreement signed by the parties to extend the move out date to April 01, 2015 in documentary evidence.

The landlord testified that the tenants may or may not move out by noon on April 01, 2015 and the landlord seeks an Order of Possession in the event the tenants do not vacate the rental unit.

Analysis

When tenants are served with a One Month Notice to End Tenancy the tenants are provided with information on page two of that Notice about how the tenants can dispute the Notice by filing an application for Dispute Resolution. The landlord has provided a copy of this Notice served upon the tenants on January 26, 2015. As the Notice was served upon the tenants in person it is considered to have been served on that date. The tenants have not disputed the One Month Notice within the 10 allowable days as indicated on page two of the Notice.

While I accept that the parties have extended the effective date of the Notice until Noon on April 01, 2015 the tenants did not dispute the Notice and consequently, as the tenants did not file an application to dispute the Notice the tenants are presumed to have accepted the end of the tenancy pursuant to s. 47(5) of the *Act*. The landlord is therefore entitled to an Order of Possession effective on April 01, 2015 to serve upon the tenants in the event that the tenants do not vacate the rental unit by that day and time.

I find that the landlord is entitled to be reimbursed for the \$50.00 cost of filing this application. I order that the landlord retain this amount from the security deposit of \$525.00 leaving a balance \$475.00 which must be returned to the tenants or otherwise dealt with in compliance with section 38 of the *Act*.

Conclusion

I HEREBY ISSUE an Order of Possession in favour of the landlord effective **by noon on April 01, 2015** pursuant to s. 55 of the *Act*. This Order must be served on the Respondents and may be filed in the Supreme Court and enforced as an Order of that Court if the respondents do not comply with the Order.

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: March 26, 2015

Residential Tenancy Branch

