



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Proline Management Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, OPC

Introduction

This is an application brought by the Landlord(s) requesting an Order of Possession based on a Notice to End Tenancy that was given for cause.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties and the witness the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties and the witness.

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the landlords have the right to an Order of Possession and recovery of their filing fee.

Background and Evidence

The landlord and the landlord's witness testified that the tenant was served with a one-month notice to end tenancy on January 26, 2016 by posting that notice on the tenant's door.

The landlords are requesting an Order of Possession based on that notice, and are requesting recovery of their \$100.00 filing fee.

The tenant testified that he has not filed any dispute of the one month Notice to End Tenancy.

Analysis

It is my finding that the landlords have shown that a valid one month, Section 47, Notice to End Tenancy was posted on the tenant's door on January 26, 2016 and therefore, pursuant to Section 90 of the Residential Tenancy Act, that notice is deemed served three days later, January 29, 2016.

Subsections 47(4) & 47(5) of the Residential Tenancy Act state:

(4) 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.

(5) If a tenant who has received a notice under this Section does not make an application for dispute resolution in accordance with subsection (4), the tenant

(a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and

(b) must vacate the rental unit by that date.

In this case since the tenant did not file any dispute of this notice, 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.

I therefore allow the landlords request for an Order of Possession and recovery of the \$100.00 filing fee.

Conclusion

Pursuant to Section 55 of the Residential Tenancy Act, I have issued an Order of Possession that is enforceable two days after service on the tenant .

Pursuant to Section 67 of the Residential Tenancy Act I have issued a Monetary Order in the amount of \$100.00.

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 06, 2016

Residential Tenancy Branch

