



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlords filed under the Residential Tenancy Act, (the “Act”), for an order of possession.

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing

Issue to be Decided

Are the landlords entitled to an order of possession?

Background and Evidence

Based on the testimony of the landlords, I find that the tenant was served with a 2 Month Notice to End Tenancy for Landlord USE (the “Notice”), issued on December 7, 2015 by personal service, which was witnessed. The Notice explains the tenant had 15 days to dispute the Notice. The Notice further explains if the Notice is not disputed within the 15 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, which is February 29, 2016.

The tenant stated they have been looking for alternate living accommodation and have found on for the end of April 2016.

The landlord is agreeable to extend the effective vacancy date to April 30, 2016.

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.

However, the landlord has agreed to extend the effective vacancy date to April 30, 2016.

I find that the landlords are entitled to an order of possession, pursuant to section 55 of the Act, effective at **1:00 pm on April 30, 2016**. A copy of this order must be served on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The tenant failed to dispute the Notice. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

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 21, 2016

Residential Tenancy Branch