



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, submitted to the Residential Tenancy Branch on June 7, 2016 (the "Application").

The Landlord applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"): an order of possession for the Landlords' use of property; and other unspecified relief.

The Landlord was represented at the hearing by D.S. The Tenants attended the hearing on their own behalf. All parties in attendance provided their solemn affirmation.

At the outset of the hearing, Tenants acknowledged receipt of the Notice of a Dispute Resolution Hearing, dated June 9, 2016, by registered mail, "about a month ago". I am satisfied the Tenants were duly served with the Notice of a Dispute Resolution Hearing.

Neither party submitted any documentary evidence.

The parties were given the opportunity to present his evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

Although not specifically indicated in the Landlord's Application, the Landlord's agent testified that rent has not been paid for April, May and June 2016. To the extent the Application discloses a claim for a monetary order for unpaid rent, I sever this issue pursuant to Residential Tenancy Branch Rule of Procedure 2.3. The most important issue to address is the end of the tenancy.

Issue to be Decided

Is the Landlord entitled to an order of possession?

Background and Evidence

The Landlord's agent testified the parties entered into a one-year, fixed-term tenancy agreement from July 1, 2014 to June 30, 2015. At the end of this term, the tenancy continued on a month-to-month basis. Rent in the amount of \$1,300.00 is due each month. The Tenants paid a security deposit in the amount of \$650.00.

The Tenants did not dispute these terms.

The Landlord's agent further testified a 2 Month Notice to End Tenancy for Landlord's Use of Property (the "2 Month Notice") was served on the Tenants, in person, on February 26, 2016.

During the hearing, the Tenants acknowledged receipt of the 2 Month Notice on February 26, 2016. However, they provided oral testimony confirming they continue to occupy the rental unit because they are unable to find another unit to rent.

Analysis

Based on the Landlord's affirmed testimony of the parties, and on a balance of probabilities, I find as follows:

Section 49 of the *Act* requires a tenant, on receipt of a notice to end tenancy, to dispute it within 15 days. Failure to do so results in the conclusive presumption the tenancy ended on the effective date of the notice.

The Tenants acknowledged receipt of the 2 Month Notice on February 26, 2016. They have not filed an application for dispute resolution. Accordingly, the Tenants are conclusively presumed to have accepted the tenancy ended on the effective date of the 2 Month Notice.

In light of the above, I grant the Landlord an order of possession, which will be effective one (1) day after service on the Tenants.

Having been successful in the Application, and pursuant to section 72 of the *Act*, I order recovery of the filing fee, which may be deducted from the security deposit by the Landlord.

Conclusion

The Landlord is granted an order of possession, which will be effective one (1) day after service on the Tenants. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

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: July 13, 2016

Residential Tenancy Branch