



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPL, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act, (the “Act”), for an order of possession, and to recover the cost of filing the application from the tenants.

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.

### Issues to be Decided

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

### Background and Evidence

The parties agreed that the tenants were served with a 2 Month Notice for Landlord’s Use of Property (the “Notice”), dated April 9, 2016, with an effective vacancy date of June 30, 2016. The parties agreed that the parties entered into an agreement to extend the effective vacancy date to July 31, 2016. The parties agreed the tenants did not dispute the Notice.

The Notice explains the tenants had ten days to dispute the Notice. The Notice further explains if the Notice is not disputed within the ten days that the tenants are presumed to accept the Notice and must move out of the rental unit by the date specified in the Notice.

### Analysis

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

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

I find that the landlord is entitled to an order of possession. As the landlord has accepted occupancy rent for the month of September 2016, I find it appropriate to extend the Notice, pursuant to section 66 of the Act to September 30, 2016.

Therefore, I find the landlord is entitled to an order of possession effective **September 30, 2016 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. The **tenants are cautioned** that costs of such enforcement are recoverable from the tenants

I find that the landlord has established a total monetary claim of \$50.00 to recover the filing fee from the tenants for this application. I order that the landlord retain the amount of \$100.00 from the tenant's security deposit in full satisfaction of the claim.

### Conclusion

The tenants failed to dispute the Notice. The tenants are 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: September 22, 2016

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Residential Tenancy Branch