



Dispute Resolution Services

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Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding Vancouver Eviction Services
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPC, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested an order of possession for cause and to recover the filing fee cost from the tenants.

The tenant present at the hearing said that the hearing documents were received, via registered mail, by the end of December 2016.

The second respondent, C.V. was not present at the hearing. No submissions were made in relation to service to C.S. Therefore, I find that the application is amended to remove C.V. as a respondent.

At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

Issue(s) to be Decided

Is the landlord entitled to an order of possession based on an undisputed one month Notice to end tenancy for cause issued on December 2, 2016?

Background and Evidence

The tenancy commenced on April 22, 2016. Rent is \$1,200.00 due on the 22nd day of each month. The landlord is holding a security and pet deposit in the sum of \$600.00 each. A copy of the tenancy agreement was supplied as evidence.

The tenant confirmed receipt of a one month Notice to end tenancy for cause that was issued on December 2, 2016. The tenant confirmed that the Notice was received on December 9, 2016; sent via registered mail. A copy of the registered mail receipt and tracking number was supplied as evidence.

The Notice indicated that the tenants had 10 days to dispute the Notice otherwise the tenants' would be presumed to have accepted the Notice and be required to move out of the rental unit by the date set out in the Notice.

The tenant confirmed that they have not disputed the Notice.

Analysis

I find that the tenants received the one month Notice to end tenancy for cause on December 9, 2016; the date it was received via registered mail.

The earliest effective date of that Notice would be January 22, 2017. However, I find that the effective date is January 31, 2017; the date provided on the Notice.

In the absence of evidence to the contrary, I find that the tenants were served with a Notice ending tenancy that requires the tenants to vacate the rental unit on January 31, 2017, pursuant to section 47 of the Act.

Section 47(4) of the Act stipulates that a tenant has ten days from the date of receiving the Notice ending tenancy to file an Application for Dispute Resolution to dispute the Notice. The tenant has confirmed that the Notice was not disputed.

Therefore, I find pursuant to section 47(5) of the Act that the tenants are conclusively presumed to have accepted that the tenancy will end on the effective date of the Notice; January 31, 2017.

As the landlords' claim has merit I find, pursuant to section 72 of the Act that the landlord is entitled to recover the \$100.00 filing fee from the tenant for the cost of this Application for Dispute Resolution.

Pursuant to section 72 of the Act, I find that the landlord is entitled to retain \$100.00 of the security deposit in satisfaction of the filing fee. The value of the security deposit is now \$500.00.

The landlord has been granted an order of possession that is effective at **1:00 p.m. on January 31, 2017**. This order may be served on the tenant, filed with the Supreme Court of British Columbia and enforced as an order of that Court.

Conclusion

The landlord is entitled to an order of possession.

The landlord may retain \$100.00 from the security deposit in satisfaction of filing fee costs.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: January 23, 2017

Residential Tenancy Branch