



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FF

Introduction

This hearing dealt with an application by the landlords under the *Residential Tenancy Act* (the “Act”) for an order of possession and recovery of the application filing fee.

One of the named landlords attended the hearing. As the tenants did not attend the hearing, service of the landlords’ application and the notice of hearing was considered. The landlord testified that both were sent by registered mail on March 10, 2017. A Canada Post tracking number and a receipt for the cost of the registered mail were provided as evidence of service. The landlord also testified that she also posted copies of these materials on the rental unit door. I find that the tenants have been duly served in accordance with the Act.

The landlord provided affirmed testimony and had opportunity to present evidence orally and in documentary form, and to make submissions to me.

Issues to be Decided

Are the landlords entitled to an order of possession?

Are the landlords entitled to recover the cost of the filing fee?

Background and Evidence

A copy of the tenancy agreement was in evidence. This tenancy began in late 2016. A monthly rent of \$950.00 is due on the first of each month. A security deposit of \$450.00 was paid at the beginning of the tenancy and remains in the landlord’s possession.

The landlord testified that she served the tenants with a 1 Month Notice to End Tenancy for Cause dated February 5 (the "1 Month Notice") by posting it on the door of the rental unit and by sending it by registered mail to the rental unit address, both on February 7, 2017.

The 1 Month Notice explains that the tenants had ten days to dispute it, and that if it is not disputed within ten days, the tenants are presumed to accept the end of tenancy and must move out of the rental unit by the date specified. The effective date in the Notice is February 5, 2017.

The tenants have not applied to dispute the 1 Month Notice. The landlord testified that they remain in the rental unit and that they have not paid rent for April. The only response the landlord has received from the tenants is a verbal response. One of the tenants told the landlord that she was going to sue her for defamation.

Analysis

Based on the testimony of the landlord, I find that the tenants were duly served with the 1 Month Notice. The tenants did not apply to dispute the 1 Month Notice and are therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the corrected effective date of the 1 Month Notice: March 31, 2017.

This tenancy ended on March 31, 2017 based on the undisputed 1 Month Notice. As the tenants have not paid rent for April, I find that the landlords are entitled to an order of possession effective two (2) days from the date of service.

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.

As the landlords' application is successful, I authorize and order the landlords to retain the amount of \$100.00 from the tenants' security deposit in order to recover the filing fee.

Conclusion

The tenants failed to dispute the Notice. The tenants are conclusively presumed under the law to have accepted that the tenancy ended on the corrected effective date of the 1 Month Notice.

The landlords are granted a two (2) day order of possession, and may keep a portion of the security deposit in full satisfaction of their application to recover the filing fee.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act and is final and binding pursuant to s. 77 unless otherwise indicated in the Act.

Dated: April 13, 2017

Residential Tenancy Branch