



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KIM VAN HOLDING LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC FF

Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution, received at the Residential Tenancy Branch on June 2, 2017 (the "Application"). The Landlords applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession based on a 1 Month Notice to End Tenancy for Cause, dated April 19, 2017 (the "1 Month Notice"); and
- an order granting recovery of the filing fee.

J.G. attended the hearing on behalf of the Landlords and provided affirmed testimony. The Tenant did not attend the hearing.

On behalf of the Landlords, J.G. testified the Application package was served on the Tenant, in person, on June 6, 2017. I find the Tenant was served with the Application package on that date.

J.G. was given an opportunity to present 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.

Issues to be Decided

1. Are the Landlords entitled to an order of possession?
2. Are the Landlords entitled to recover the filing fee?

Background and Evidence

The Landlords submitted into evidence a copy of the tenancy agreement between the parties. It confirmed that a fixed-term tenancy in effect from March 1 to September 15, 2017. Rent is due in the amount of \$775.00 per month. The Tenant paid a security deposit of \$387.50, which the Landlord holds.

The Landlord testified the 1 Month Notice was served on the Tenant, in person, on April 19, 2017. However, despite promises to vacate the rental unit, the Tenant has not done so.

Analysis

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

Section 47 of the *Act* permits a landlord to end a tenancy in the circumstances described therein. Upon receipt of a notice to end tenancy for cause, a tenant who wishes to dispute the notice must do so by filing an application for dispute resolution within ten days after receipt. Failure to do so results in the conclusive presumption the tenant has accepted the tenancy ends on the effective date of the notice.

In this case, J.G. testified, and I find, that the 1 Month Notice was served upon and received by the Tenant on April 19, 2017. Accordingly, the Tenant had until May 1, 2017, to dispute the 1 Month Notice by filing an application for dispute resolution. He did not. As a result, I find the Tenant is conclusively presumed to have accepted the tenancy ended on the effective date of the 1 Month Notice, which is corrected to May 31, 2017, pursuant to section 53 of the *Act*. I find the Landlords are entitled to an order of possession, which will be effective two (2) days after service on the Tenant.

Having been successful, the Landlords are entitled to recover the filing fee paid to make the Application. I order that the Landlords may retain \$100.00 from the security deposit on account of the filing fee.

Conclusion

I grant the Landlords an order of possession, which will be effective **two (2) days** after service upon the Tenant. This Order may be filed in the Supreme Court and enforced as an order of that Court.

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 27, 2017

Residential Tenancy Branch