



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Wentworth Properties Inc.
and [tenant name suppressed to protect privacy]

DECISION

Codes: OPC, FF

Introduction:

The landlord applied for an order for possession pursuant to section 47(5) of the Residential Tenancy Act pursuant to a Notice of End a Residential Tenancy for Cause dated January 23, 2018 and a monetary Order for the filing fee. Both the tenant and the landlords attended the teleconference hearing.

Issues:

Is the landlord entitled to an Order for Possession and Monetary Order?

Background and Evidence:

Based on the testimony of landlords given under solemn affirmation and the admission of the tenant I find that the tenant was personally served with a Notice to End Tenancy for cause on January 23, 2018 by posting it to the tenants' door. Based on the landlord's evidence and with reference to Canada Post's web site, I further find that the tenants were served with the Application for Dispute Resolution on February 19, 2018 by registered mail.

The landlord TW testified that the tenancy began on January 1, 2011, the rent is \$ 694.00 payable on the first day of each month and that the landlord received a security deposit amounting to \$ 325.00 on January 1, 2011.

The Notice to End a Residential Tenancy relies on sections 47(1) (a) of the Residential Tenancy Act. That section provides as follows:

47 (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

(a) the tenant does not pay the security deposit or pet damage deposit within 30 days of the date it is required to be paid under the tenancy agreement;

The landlords testified that pursuant to the tenancy agreement the tenants were only permitted to have pets with prior written permission of the landlord and after payment of a pet deposit.

The landlords discovered that the tenants had a pet and made a written request for a pet deposit on December 20, 2017. The tenants have refused or neglected to pay the deposit to date. The landlord requested an Order for Possession and the filing fee.

The tenant testified that she had she had permission from the previous owner to possess a cat, previously paid a deposit and further was not required to pay a deposit because the pet was a registered therapy cat. She was unable to provide any proof of payment or that she had permission from the previous owner. The tenant admitted not disputing the Notice to End the Tenancy.

Analysis:

The tenants have not applied for arbitration to dispute the Notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice pursuant to 47(5)(a). Based on the above facts I find that the landlord is entitled to an order for possession effective on April 30, 2018 after service upon the tenants. I allow the landlord's claim for the filing fee of \$ 100.00. I Order the landlord to retain \$ 100.00 from the security deposit.

Conclusion:

I have granted the landlord an Order for Possession. This order may be filed in the Supreme Court and enforced as an Order of that Court. I permit the landlord to recover the filing fee of \$ 100.00 and permit the landlord to retain this sum from the security deposit. This Decision and Order must be served on the tenants as soon as possible.

I caution the parties to deal with the security deposit in accordance with section 38 of the Act.

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: April 23, 2018

Residential Tenancy Branch