



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes OPC, 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 based on a One Month Notice to End Tenancy for Cause, and an order 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 tenants acknowledged that they were served with a one Month Notice to End Tenancy for Cause (the “Notice”), issued on December 19, 2019. The tenants stated they did not dispute the Notice. Filed in evidence is a copy of 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.

The landlord’s agent stated they seek an Order of Possession base on an undisputed notice. The agent stated that they have accepted occupancy rent for March 2020.

Analysis

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

I find the Notice was completed in the approved form and the contents meets the statutory requirements under section 52 the Act.

I am satisfied based on the landlord's evidence that the landlord has met the statutory requirements under the Act to end a tenancy.

The tenant did not apply to dispute the Notice and therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice. I find the tenancy legally ended on January 31, 2020 and the tenants are overholding the rental unit.

As the landlord has accepted occupancy rent for March 2020, I find the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective March 31, 2020. A copy of this Order must be served upon 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.

As the landlord was successful with their application, I find that the landlord is entitled to recover the filing fee from the tenants for this application. I order that the landlord to 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: March 09, 2020

Residential Tenancy Branch