



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPC, FFL

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for an Order of Possession for Cause, based on a One Month Notice to End Tenancy for Cause dated April 25, 2022; and to recover the \$100.00 cost of their Application filing fee.

The Tenant, J.Z., and the Landlords appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about it. One witness for the Tenant, L.D., was also present and provided affirmed testimony. During the hearing the Tenant and the Landlords were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. The Tenant said he had received the Application and the documentary evidence from the Landlords and had reviewed it prior to the hearing. The Tenant confirmed that he had not submitted any documentary evidence to the RTB or to the Landlords.

### Preliminary and Procedural Matters

The Landlords provided their email address in the Application and confirmed it in the hearing; the Tenant provided his email address in the hearing. The Parties confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Parties that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in

the hearing. I also advised the Parties that they are not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

Issue(s) to be Decided

- Are the Landlords entitled to an order of possession?
- Are the Landlords entitled to recovery of their \$100.00 Application filing fee?

Background and Evidence

The Parties agreed that the periodic tenancy began on March 16, 2021, with a monthly rent of \$3,500.00, due on the first day of each month. The Parties agreed that the Tenants paid the Landlords a security deposit of \$1,750.00, and no pet damage deposit. The Landlords confirmed that they still hold the Tenant's security deposit in full.

The One Month Notice was signed and dated April 25, 2022, it has the rental unit address, it was served by attaching it to the rental unit door on April 25, 2022, with an effective vacancy date of May 31, 2022. It was served on the grounds that the Tenants have assigned or sublet the rental unit without the Landlords' written consent. The Tenants did not apply to the RTB to dispute the validity of the One Month Notice.

Analysis

Based on the documentary evidence and testimony before me for consideration, and pursuant to section 90 of the Act, I find that the Tenant was deemed served with the One Month Notice on May 28, 2022, three days after it was posted to the door of the rental unit.

Section 47 (5) of the Act states that if a tenant who has received a one month notice does not apply for dispute resolution within 10 days after the date the tenant receives the notice, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date.

As there is no evidence before me that the Tenants disputed the One Month Notice, I find that he is conclusively presumed under section 47 (5) of the Act to have accepted the One Month Notice, and I find that the tenancy, therefore, ended on June 30, 2022. As a result, I find that the Tenants are overholding the rental unit and the Landlords are therefore entitled to an Order of Possession pursuant to section 55 (2) (b) of the Act. As

the effective date has passed, the **Order of Possession** will, therefore, be **effective two days after service** on the Tenant.

I also find that the Landlords are entitled to recovery of the **\$100.00** filing fee pursuant to section 72 of the Act, which they are authorized to retain from the Tenant's security deposit.

### Conclusion

Pursuant to section 55 of the Act, I grant an **Order of Possession** to the Landlords **effective two days after service of this Order** on the Tenant, as the Tenant failed to apply to the RTB to dispute the validity of the One Month Notice.

The Landlords are provided with this Order in the above terms and the Tenants must be served with **this Order** as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

Further, the Landlords are awarded with recovery of their **\$100.00** Application filing fee, pursuant to section 72 of the Act. I authorize the Landlords to retain \$100.00 from the Tenants' **\$1,750.00** security deposit in complete satisfaction of this award.

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: September 21, 2022

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Residential Tenancy Branch