



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC

Introduction

This hearing was scheduled to convene at 9:30 a.m. on May 25, 2023 concerning an application made by the landlords seeking an Order of Possession for cause.

Both landlords attended the hearing, one of whom gave affirmed testimony. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant joined the call. The landlord submitted that the tenant was served with the Notice of Dispute Resolution Proceeding and all evidence by registered mail on May 4, 2023 and orally provided a tracking number. I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

Have the landlords established a claim for an Order of Possession for cause?

Background and Evidence

The landlord testified that this fixed-term tenancy began on March 1, 2023 and reverts to a month-to-month tenancy after February 28, 2024, and the tenant still resides in the rental unit. Rent in the amount of \$1,675.00 is payable on the 1st day of each month and there are no rental arrears. On February 23, 2023 the landlords collected a security deposit from the tenant in the amount of \$800.00 which is still held in trust by the landlords, and no pet damage deposit was collected. The rental unit is an above-

ground suite, and the landlords reside in the upper level suite. A copy of the tenancy agreement has been provided for this hearing.

The landlord further testified that on April 4, 2023 the landlord served the tenant with a One Month Notice to End Tenancy for Cause by posting it to the door of the rental unit. A copy of the Notice has been provided by the landlords for this hearing and it is dated April 4, 2023 and contains an effective date of vacancy of May 31, 2023. The reason for issuing it states: Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The tenant failed to comply with the tenancy agreement by failing to obtain tenant insurance and for having 2 pets. The tenant still has 2 pets in the rental unit, contrary to the tenancy agreement.

The tenant has not served the landlords with a Notice of Dispute Resolution Proceeding disputing the Notice, and the landlords seek an Order of Possession effective on 2 days notice to the tenant.

Analysis

The *Residential Tenancy Act* states that once served with a One Month Notice to End Tenancy for Cause, the tenant has 10 days to file a dispute. If the tenant doesn't do so, the tenant is conclusively presumed to have accepted the end of the tenancy. In this case, the landlord testified that the tenant has not served the landlords, and I have no such application before me. Therefore, I find that the tenant is conclusively presumed to have accepted the end of the tenancy and the landlords are entitled to an Order of Possession.

During the hearing, the landlords asked for the Order of Possession to be effective on 2 days notice to the tenant, however I cannot make the effective date sooner than the effective date contained in the One Month Notice to End Tenancy for Cause, which is May 31, 2023. Therefore, I grant the Order of Possession effective on May 31, 2023.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlords effective at 1:00 p.m. on May 31, 2023 and the tenancy will end at that time.

This order is final and binding and may be enforced.

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: May 25, 2023

Residential Tenancy Branch