



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, OPB

Introduction

The Landlord submitted an Application for Dispute Resolution for an order of possession, and to recover the cost of the filing fee. The matter was set for a conference call hearing.

The Landlord and the Tenants attended the teleconference hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present evidence orally and in written and documentary form, and make submissions to me.

In this decision I only describe the evidence relevant to the issues and findings in this matter.

Issues to be Decided

- Is the Landlord entitled to an order of possession for cause?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord issued a 1 Month Notice to End Tenancy for Cause ("the 1 Month Notice") in person to the Tenants on June 11, 2017.

The 1 Month Notice states the Tenants must move out of the rental unit by July 31, 2017. The Notice informed the Tenants of the right to dispute the Notice within 10 days after receiving it. The Notice informed the Tenants that if an application to dispute the Notice is not filed within 10 days, they are presumed to accept the Notice and must move out of the rental unit on the date set out on page 1 of the Notice.

The Tenants testified that they received the 1 Month Notice from the Landlord. The Tenants testified that they did not dispute the 1 Month Notice. They testified that they

had initially intended to dispute the Notice, but did not follow through. The Tenants testified that they are on disability income.

Section 47 (5) of the Act states that if a Tenant who has received a Notice under this section does not make an application for dispute resolution in accordance with subsection (4), the Tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice.

The Landlord wants an order of possession, and testified that he is agreeable to allow the Tenants until the end of September 2017, to vacate.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the Tenants received the 1 Month Notice and did not apply to dispute the Notice, and are therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

Section 66 of the Act states that the director must not extend the time limit to make an application for dispute resolution to dispute a notice to end a tenancy beyond the effective date of the notice.

This hearing is beyond the effective date of the 1 Month Notice. The Tenants failed to dispute the Notice and the time limit may not be extended.

I find that the Landlord is entitled to an order of possession, pursuant to section 55 of the Act, after service on the Tenants.

The Landlord testified that he is agreeable to allow the Tenants additional time to vacate the unit. The Landlord is granted an order of possession effective not later than 1:00 pm on September 30, 2017.

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.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenants to pay the Landlord the \$100.00 fee that the Landlord paid to make application for dispute resolution. I order that the Landlord can keep the amount of \$100.00 from the Tenants' security deposit in satisfaction of this claim.

Conclusion

The Tenants did not apply to dispute the 1 Month Notice To End Tenancy For Cause dated June 11, 2017. The Tenants are presumed under the law to have accepted that the tenancy ended on the effective date of the Notice.

The Landlord is granted an order of possession effective not later than 1:00 pm on September 30, 2017, after service on the Tenants, and I order that the Landlord can keep \$100.00 from the Tenant's security deposit to pay for the Landlord's filing fee.

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: August 25, 2017

Residential Tenancy Branch