

## **DECISION**

**Dispute Codes:** OPR, MNR, MNSD, FF

This hearing dealt with an application by the landlord for an order of possession and an order to retain the security deposit in satisfaction of the claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on September 20, 2008, the tenant did not participate in the conference call hearing.

On April 1, 2006, the landlord collected a security deposit from the tenant in the amount of \$750.00. On April 1, 2008, the landlord collected an additional \$30.00 as the security deposit. The tenancy began on April 1, 2006. Rent in the amount of \$1560.00 is payable in advance on the first day of each month. The tenant failed to pay rent in the month of September, 2008 and on September 3, the landlord served the tenant with a notice to end tenancy for non-payment of rent.

On October 1, 2008, the tenant paid the monthly rent for October as well as the outstanding rent for September.

Based on the landlord's testimony, I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant has not paid the outstanding rent and has not applied for dispute resolution to dispute the notice within 5 days of his receipt of this notice. He is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts, I find that the landlord is entitled to an order of possession. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord is entitled to recovery of the \$50.00 filing fee. I order that the landlord retain this amount from the security deposit and interest.

Dated October 16, 2008.