

DECISION

Dispute Codes OPB, OPC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession, based on breach of an agreement with the Landlord, and cause, and for recovery of the filing fee for the Application.

Although served with the Application for Dispute Resolution and Notice of Hearing in person on August 19, 2009, the Tenant did not appear. I find he has been duly served under the Act.

Issue(s) to be Decided

Has the Tenant breached an agreement, or given cause to the Landlord, entitling the Landlord to an Order of Possession?

Background and Evidence

Based on the affirmed testimony of the Agent for the Landlord, I find that the Tenant was served with a one month Notice to End Tenancy for cause, by posting the Notice on the door of the rental unit on April 30, 2009. The Landlord alleged the Tenant significantly interfered with or unreasonably disturbed other occupants or the Landlord.

The effective date of the Notice was indicated as June 31, 2009. I note June only has 30 days, nevertheless, and in any event, the Tenant did not file an Application for Dispute Resolution to dispute this Notice.

On June 5, 2009, the Tenant gave the Landlord his Notice to End Tenancy, which was indicated as being effective on the last day of June 2009.

An Agent for the Landlord went to the rental unit on or about the last day of June 2009, to arrange the outgoing condition inspection report, and the Tenant informed the Agent he was not moving out. The testimony of the Agent is that the Tenant continues to refuse to move out.

Analysis

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

The Tenant has breached the Act and an agreement with the Landlord. Therefore, the Landlord is entitled to an order of possession.

The Tenant did not apply to dispute the Notice and is therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

Furthermore, the Tenant gave his own Notice to end the tenancy and vacate the unit at the end of June 2009. It is clear he has breached this agreement. I also note he was not able to withdraw this Notice once it was given.

I find that the tenancy ended on June 30, 2009, and as the Tenant has not vacated the unit, he is overholding in the rental unit.

Therefore, I grant the Landlord an order of possession effective at **1:00 p.m. on October 9, 2009**. This order may be filed in the Supreme Court and enforced as an order of that Court.

The Landlord may keep **\$50.00** from the security deposit to recover the fee paid for this application.

Conclusion

The Tenant failed to dispute a Notice to End Tenancy and also gave the Landlord a Notice to End Tenancy, effective at the end of June 2009. The Tenant has not vacated and is overholding.

The Landlord is granted an Order of Possession and may keep \$50.00 from the security deposit for the 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: October 07, 2009.

Dispute Resolution Officer