

## **DECISION**

Dispute Codes      OPR, OPC, MND, MNR, FF

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The respondent was served with a notice of the hearing by hand on April 26, 2010 but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

### Issues(s) to be Decided

The original application is a request for an Order of Possession based on to notice to stand tenancy 1, a 10 day notice for non-payment of rent and the 2, a one month notice for cause.

The applicants subsequently filed an amendment to the application requesting a monetary order, however she did not serve that amendment in a method required under the Residential Tenancy Act, for a monetary order, and therefore the monetary portion of the claim is dismissed with leave to reapply.

I deal with the request for an Order of Possession below:

### Background and Evidence

On March 13, 2010 the landlord posted two notices to end tenancy on the respondent's door. One notice was a 10 day Notice to End Tenancy for non-payment of rent, and the other notice was a one month Notice to End Tenancy for damages to the rental property.

### Decision and reasons

The tenant has filed no dispute of either of these notices.

Section 46 of the act states:

(5) If a tenant who has received a notice under this section does not pay the rent or make an application for dispute resolution in accordance with subsection (4), the tenant

(a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and

(b) must vacate the rental unit to which the notice relates by that date.

Section 47 of the act states:

(5) 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

(a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and

(b) must vacate the rental unit by that date.

Therefore in this case the tenant is conclusively presumed to have accepted the end of the tenancy and the landlord has a right to an Order of Possession.

## Conclusion

I have issued an Order of Possession for 1 p.m. on June 30, 2010 and I further order that the respondent bear the \$50.00 cost of the filing fee that was paid for the application for dispute resolution.

The monetary portion of the claim is dismissed with leave to reapply.

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: June 14, 2010.

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Dispute Resolution Officer