



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes      OPC, OPB

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution to obtain an order of possession.

The hearing was conducted via teleconference and was attended by the landlord's agent only. The tenant did not apply.

The landlord testified that the notice of hearing documents were served on the tenant by posting them on the door of the rental unit on June 23, 2010. I accept the tenant was been served with notice of this hearing in accordance with the *Residential Tenancy Act (Act)* sufficiently for this hearing.

### Issues(s) to be Decided

The issue to be decided is whether the landlord is entitled to an order of possession for cause and for breaching an agreement with the landlord, pursuant to sections 47 and 55 of the *Act*.

### Background and Evidence

The landlord submitted a copy of a tenancy agreement signed by the parties on March 13, 2009 for a month to month tenancy beginning on March 13, 2009 for a monthly rent of \$404.00 due on the 1<sup>st</sup> of the month. A security deposit of \$439.00 was paid, based on market value of the rental unit.

The landlord also submitted a copy of a 1 Month Notice to End Tenancy for Cause dated May 31, 2010 with an effective vacancy date of June 30, 2010 citing the tenant has engaged in illegal activity that has or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord; jeopardize a lawful right or interest of another occupant or the landlord and that the tenant breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

Documentary evidence filed by the landlord indicates that the tenant was served the 1 Month Notice to End Tenancy for Cause when it was posted to the rental unit door on May 31, 2010.

The Notice states that the tenant had ten days to apply for Dispute Resolution or the tenancy would end. The tenant did not apply to dispute the Notice to End Tenancy within five days.

The landlord testified that she believes the tenant vacated the rental unit on Friday, August 13, 2010 and that the tenant has failed to pay rent for July 2010 and August 2010.

### Analysis

I have reviewed all documentary evidence and accept that the tenant has been served with notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenant on June 3, 2010 and the effective date of the notice is amended to July 31, 2010, pursuant to Section 53 of the *Act*.

Based on the foregoing, I find that the tenant is conclusively presumed under section 47(5) of the *Act* to have accepted that the tenancy ended on the amended effective date of the Notice.

The landlord remains at liberty to make a separation application for dispute resolution for monetary compensation for unpaid rent or any other claims resulting from the end of this tenancy

### Conclusion

I find that the landlord is entitled to an Order of Possession effective **two days after service on the tenant**. This order must be served on the tenant and may be filed in the Supreme Court and enforced as an order of that Court.

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 17, 2010.

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Dispute Resolution Officer