



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPC, FF

Introduction

This hearing dealt with an application by the landlord to obtain an order of possession for cause and recovery of the filing fee. The landlord participated in the conference call hearing but the tenant did not. The landlord presented evidence that the tenant was served with the application for dispute resolution and notice of hearing. I found that the tenant had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in his absence.

Issues to be Decided

Is the landlord entitled to any of the above under the Act.

Summary of Background and Evidence

This 1 year, fixed term tenancy started December 1, 2009 with monthly rent of \$1050.00, the tenant paid a security deposit of \$525.00. On October 28, 2010 the landlord served the tenant with a 1 Month Notice to End Tenancy for Cause: the tenant is repeatedly late paying rent.

The landlord's agent testified that since the start of the tenancy in December 2009 the tenant has been repeatedly late paying his rent and has been late every month February 2010 through December 2010 inclusive.

As the tenant still occupies the rental unit the landlord's agent has requested an order of possession effective January 31, 2011 at 1:00PM.

Analysis

Residential Tenancy Act **Section 47 Landlord's notice: cause**

(1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

- (a) the tenant does not pay the security deposit or pet damage deposit within 30 days of the date it is required to be paid under the tenancy agreement;



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(b) the tenant is repeatedly late paying rent;

Based on the documentary evidence and testimony I find that the tenant was properly served with a notice to end tenancy for cause. The tenant did not apply for dispute resolution to dispute the notice and 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 landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I hereby grant the Landlord an **Order of Possession** effective not later than **1:00 PM, January 31, 2011**. This Order must be served on the Tenant and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I FURTHER ORDER, pursuant to section 72 that the tenant(s) pay to the landlord the sum of \$50.00 representing the fee paid under section 59.

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: December 22, 2010

Dispute Resolution Officer