

DECISION

Dispute Codes OPC, FF

Introduction

This is an application by the Landlord for an order of possession to end a tenancy resulting from a 1 month notice to end tenancy for cause.

The Landlord attended by conference call and gave undisputed affirmed testimony.

The Tenant did not attend.

Issues(s) to be Decided

Is the Landlord entitled to an order of possession?

Background and Evidence

There is no signed tenancy agreement. The Landlord has stated that the monthly rent is \$600.00 payable by the 1st of each month and that the Tenant paid a \$150.00 security deposit. The 1 month notice to end a tenancy for cause was served in person on the Tenant on September 29, 2010 with a move-out date indicated as October 31, 2010. The Landlord states that the hearing document package was served in person on November 17, 2010. The Landlord's notice refers to 4 points listed on the application for dispute resolution. The Landlord's cause is that Tenant is repeatedly late paying rent, has allowed an unreasonable number of occupants in the unit/site, has put the Landlord's property at significant risk and as per the Residential Tenancy Act, a pet damage deposit was not paid within 30 days as required by the tenancy agreement.

Analysis

Based upon the undisputed affirmed testimony of the Landlord, I am satisfied that the 1 month notice to end a tenancy for cause was properly served. I also find that the hearing documents were properly served in person on the Tenant.

Section 47 (4) A tenant may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice.

Section 47 (5) If a tenant 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.

No application for dispute resolution has been filed within the allowed 10 days. The Tenant is conclusively presumed to have accepted that the tenancy ended. 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.

As the Landlord has been successful in their application, the Landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

The Landlord is granted an order of possession and a monetary order for \$50.00.

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 08, 2010.

Dispute Resolution Officer