



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes OPC

Introduction

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

The hearing was conducted via teleconference and was attended by the landlord and his agent only. The tenant did not attend the hearing.

The landlord testified that he served the tenant with notice of this hearing by placing the notice in a conspicuous place at the rental unit when he slid the notice under the door. I accept the tenant was sufficiently served with notice of this hearing.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for cause, pursuant to Sections 47 and 55 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenancy began on July 1, 2009 as a month to month tenancy for a monthly rent of \$1,100.00 due on the 1st of each month and a security deposit of \$550.00 was paid.

The landlord testified the store tenant below the rental unit noticed water coming from the ceiling of the store and through the landlord tried to determine the cause of the leaks. It was not until sometime after the event that the tenant in this rental unit confirmed that his aquarium broke and caused the damage.

The landlord states the tenant has been uncommunicative since the event and in fact has barricaded himself in the unit at times and is refusing any contact with the landlord.

The landlord issued and served a 1 Month Notice to End Tenancy for Cause by placing it on the door on November 6, 2010 with an effective date of December 6, 2010 citing the tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord and put the landlord's property at significant risk; the tenant has engaged in illegal activity that has or is likely to damage the landlord's property and jeopardize a lawful right or interest of

another occupant or the landlord and the tenant has caused extraordinary damage of the unit.

The 1 Month Notice to End Tenancy for Cause states the tenant has 10 Days from receipt of the Notice to file an Application for Dispute Resolution with the Residential Tenancy Branch if he wishes to dispute the notice.

Analysis

Section 47 of the *Act* allows a landlord to end a tenancy by giving a notice to end the tenancy for, among other reasons, the reasons identified in the notice that the landlord has served on the tenant.

I 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 November 9, 2010 and the effective date of the notice is amended to December 31, 2010, pursuant to Section 53 of the *Act*. I accept the tenant failed to dispute the notice within the 10 days.

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 effective date of the Notice.

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: December 22, 2010.

Dispute Resolution Officer