



# 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 the landlord's application for an Order of Possession for cause. The tenant did not appear at the hearing. The landlord testified that on December 8, 2010 he personally served the hearing package upon the adult female occupant residing with the tenant. The landlord also provided a registered mail tracking number as proof of service of the evidence. A search of the tracking number showed that the registered mail was sent to the tenant December 13, 2010 and the tenant has not picked up the registered mail. Section 90 of the Act deems a document served five days after mailing even if the recipient refuses to accept or does not pick up the mail. I found the tenant was sufficiently served with the hearing documents and evidence and I proceeded to hear from the landlord without the tenant present.

### Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for cause?

### Background and Evidence

I heard undisputed evidence from the landlord as follows. The tenancy commenced in early November 2010. The tenant is required to pay rent of \$725.00 on the 1<sup>st</sup> day of every month.

The landlord's witness was called to attest to service of a Notice to End Tenancy for Cause upon the tenant. The witness testified that she personally served the Notice to

End Tenancy upon the tenant on November 18, 2010. I noted that the copy of the Notice provided as evidence was not signed or dated; however, the witness testified that the copy she served to the tenant was signed and dated by her.

The Notice to End Tenancy issued November 18, 2010 indicates that the tenant had 10 days to vacate the rental unit. The tenant did not dispute the Notice.

Provided as evidence for this proceeding was a copy of the Notice to End Tenancy for Cause, a copy of a 10 Day Notice to End Tenancy for Unpaid Rent with respect to unpaid rent for December 2010, and written witness statements with respect to the tenant's conduct at the residential property.

#### Analysis

I did not consider the 10 Day Notice to End Tenancy for Unpaid Rent in this decision as it was not part of the application and because I had determined the 10 Day Notice was issued prematurely on December 1, 2010.

I accept the witness testimony and find that the Notice to End Tenancy for cause that was served upon the tenant on November 18, 2010 was signed and dated by the landlord's representative. The Notice has an incorrect effective date and in accordance with section 53 of the Act the effective date automatically changes to comply with the requirements of the Act. Accordingly, the effective date on the Notice reads December 31, 2010.

Where a tenant receives a Notice to End Tenancy for cause, the tenant has 10 days to dispute the Notice; otherwise the tenant is conclusively presumed to have accepted the tenancy will end on the effective date. In this case, the tenant did not dispute the Notice and I find the tenancy ends December 31, 2010.

In light of the above, I provide the landlord with an Order of Possession effective December 31, 2010 to serve upon the tenant. The landlord may enforce the Order of Possession in the Supreme Court of British Columbia as necessary.

I award the filing fee to the landlord and authorize the landlord to deduct \$50.00 from the tenant's security deposit.

### Conclusion

The tenancy shall end December 31, 2010 and the landlord is provided an Order of Possession to serve upon the tenant. The landlord is awarded the filing fee and is authorized to deduct \$50.00 from the security deposit.

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.

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Dispute Resolution Officer