



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

Dispute Codes      OPC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession and to recover the filing fee.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail on December 31, 2010, the Tenants did not appear.

The Landlord appeared, gave affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and make submissions to me.

### Issue(s) to be Decided

Have the Tenants breached the Act or tenancy agreement, entitling the Landlord to an Order of Possession and monetary relief?

### Background and Evidence

This tenancy began on September 1, 2010 on a month to month basis. Monthly rent is \$850.00 and a security deposit of \$425.00 was paid on August 6, 2010.

Based on the affirmed testimony of the Landlord, I find that the Tenants were served with a 1 Month Notice to End Tenancy for Cause (the "Notice") on September 15, 2010, by posting on the door. The Notice explains that the Tenants had ten days to dispute the Notice. It also explains that if the Tenants do not file an Application to Dispute the Notice within ten days, then the Tenants are conclusively presumed to have accepted the end of the tenancy and must vacate the rental unit by the effective date of the Notice. The effective end date on the Notice was October 31, 2010.

The Landlord's testimony and evidence establish that the Tenants have paid rent since the issuance of the Notice, but the Landlord issued receipts each month for use and occupancy only. Therefore the Landlord has not reinstated the tenancy.

The Tenants did not apply to dispute the Notice and are therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

Therefore, I find the Notice is valid and that the Landlord is entitled to an order of possession and I grant the Landlord an order of possession effective **2 days** after service on the Tenants. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the Landlord has established a total monetary claim of **\$50.00** comprised of the filing fee paid by the Landlord for this application.

I allow the Landlord to retain **\$50.00** from the security deposit in satisfaction of the claim, with the balance to be dealt with at the end of the tenancy according to the Act.

### Conclusion

The Tenants did not file to dispute the Notice to End Tenancy. The Tenants are presumed under the law to have accepted that the tenancy ended on the effective date of the Notice to End Tenancy.

The Landlord is granted an Order of Possession and may keep \$50.00 from the security deposit in satisfaction of the monetary claim.

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: January 19, 2011.

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Residential Tenancy Branch