



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

Dispute Codes      OPB, OPC, FF

### 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's agent only. The tenant did not attend.

The landlord testified that notice of hearing documents were served on the tenant via registered mail on January 29, 2011. Section 90 of the *Residential Tenancy Act (Act)* states that documents served in this manner are deemed received by the party 5 days after being mailed.

Based on the landlord's testimony, I accept that the tenant has been served in accordance with the *Act* and sufficiently for this hearing.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for cause and for breaching an agreement with the landlord; and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 47, 55, 67, and 72 of the *Act*.

### Background and Evidence

The landlord testified that the tenancy began on March 1, 2010 as a 1 year fixed term tenancy for a monthly rent of \$1,430.00 due on the 1<sup>st</sup> of each month and a security of \$715.00 was paid.

The landlord testified that a 1 Month Notice to End Tenancy for Cause was issued on November 30, 2010 with an effective vacancy date of December 31, 2010 and that this notice was served on the tenant personally on November 30, 2010. The landlord has submitted a copy of the 1 Month Notice to End Tenancy for Cause that confirms the landlord's testimony.

The Notice states that the tenant had ten days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not apply to dispute the Notice to End Tenancy within five days.

### Analysis

I have reviewed all the evidence and testimony and 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 30, 2010 and the effective date of the notice was December 31, 2010. I accept the evidence before me that the tenant failed to pay the rent owed in full within the 10 days granted under section 47 (4) of the *Act*.

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.

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$50.00** comprised of the \$50.00 fee paid by the landlord for this application. I order the landlord may deduct the security deposit and interest held in the amount of \$715.00 in satisfaction of this 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: February 14, 2011.

---

Residential Tenancy Branch