



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

Dispute Codes      OPC, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession pursuant to a Notice to End Tenancy for Cause (Section 55) with the following reasons:
  - a. The tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord; and
  - b. The tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord;
2. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing.

The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Notice to End Tenancy valid?

Is the Landlord eligible for an Order of Possession?

Is the Landlord eligible for recovery of the filing fee?

### Background and Evidence

The tenancy began on October 16, 2010. Rent in the amount of \$600.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$350.00. On February 23, 2011 the Landlord served the Tenant with a notice to end tenancy for cause by registered mail. This Notice had a move-out date of March 31, 2011. Information on the file indicates that the Tenant has not filed an Application for Dispute Resolution. The Landlord states that the Tenant did not move out of the unit by the move-out date and on April 4, 2011, the Landlord accepted from the Tenant the amount of \$600.00 for use and occupancy only. The Landlord is seeking an Order of Possession. Landlord's monetary claim is **\$1,230.00**.

### Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for cause the tenant may, within ten days, dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If the tenant does not file such an application, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice.

Based on the Landlord's testimony I find that the Tenant was served with a notice to end tenancy for cause and I find the notice to be valid. The Tenant has not applied for Dispute Resolution to dispute the notice. The Tenant is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice.

Given the above facts, I find that the Landlord is entitled to an **Order of Possession**. The Landlord is also entitled to recovery of the \$50 filing fee and the Landlord may retain this amount from the security deposit.

Conclusion

**I grant** an Order of Possession to the Landlord. The Tenant must be served with this **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.

**I order** that the Landlord retain \$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: April 26, 2011.

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Residential Tenancy Branch