



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## Decision

### Dispute Codes:

OPC, FF

### Introduction

This hearing dealt with an application submitted by the landlord seeking an Order of Possession based on the One-Month Notice to End Tenancy for Cause dated February 23, 2011, and purporting to be effective March 25, 2011.

Despite being served in person on March 29, 2011 in front of a witness, the tenant did not appear.

### Issue(s) to be Decided

The issues to be determined on the landlord's application based on the testimony and the evidence is whether the landlord is entitled to an Order of Possession based on the One-Month Notice to End Tenancy for Cause.

The burden of proof is on the landlord.

### Background and Evidence

The tenancy had originally started in November 2009, the current rent is \$650.00 and the tenant had paid a \$375.00 security deposit and \$375.00 pet damage deposit. The landlord testified that the tenant had been repeatedly late with rent and that is why the One Month Notice was issued. The landlord stated that the tenant had not disputed the Notice and that the tenant had paid rent for the month of April 2011 and was issued a receipt for "use and occupancy only".

### Analysis

Under section 47 of the Act, a landlord may terminate the agreement by giving notice to end the tenancy for repeated late payment of rent.

Regardless of whether or not the merit of the One-Month Notice to End Tenancy for Cause was found sufficient to support a termination of the tenancy, the fact is that this tenant had failed to dispute the Notice by making her own application within the

statutory 10-day deadline to do so. If a tenant who has received a notice under section 47 fails to make an application for dispute resolution to dispute the Notice, the Act states that the tenant:

(a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and

(b) must vacate the rental unit by that date.

I find that, because the Notice was not disputed, I must grant the landlord an Order of Possession based on this Notice.

As the tenant has paid rent to the end of the month of April , for use and occupancy only, the order of possession will be effective on April 30, 2011.

### **Conclusion**

Based on evidence and testimony I hereby issue an Order of Possession in favour of the landlord, effective April 30, 2011. The 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 be reimbursed for the \$50.00 cost of filing this application. I order that this amount may be retained from the tenant's security deposit of \$750.00, leaving \$700.00 still held in trust for the tenant. This must be administered in compliance with section 38 of the Act when the tenant vacates.

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 2011.

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Residential Tenancy Branch