



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPR, OPC, OPB, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord only. The tenant did not attend.

The landlord testified that he served the tenant with notice of this hearing by posting it on the door of the rental unit. I accept the tenant has been served in accordance with the *Residential Tenancy Act (Act)* sufficiently for purposes of this hearing.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent; for cause; and for breaching an agreement; to a monetary order for damage to the rental unit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 46, 47, 55, 67, and 72 of the *Act*.

Background and Evidence

The landlord provided a copy of a 1 Month Notice to End Tenancy for Cause dated February 25, 2011 with an effective date of March 31, 2011 citing 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 and the tenant has breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlord confirmed the notice was served on the tenant by posting it on the door of the rental unit on February 25, 2011. The notice stipulates the tenant may dispute the notice with 10 days of receipt of the notice.

Analysis

I have reviewed all documentary evidence 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 February 28, 2011 and the effective date of the notice is March 31, 2011. I accept the evidence before me that the tenant failed to apply to dispute the notice 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.

As the tenancy had not yet ended nor has the tenant been provided with an opportunity to repair the damage, I find the landlord's application for damage to the rental unit door is premature and dismiss this portion of his application with leave to reapply after the end of the tenancy.

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 and I grant a monetary order in the amount of **\$50.00** comprised of the fee paid by the landlord for this application. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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 05, 2011.

Residential Tenancy Branch