



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **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 *One Month Notice to End Tenancy for Cause* (the “Notice”) - Section 55;
2. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was personally served with the application for dispute resolution and notice of hearing 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 valid?

Is the Landlord entitled to an Order of Possession?

### Background and Evidence

The tenancy began on June 1, 2009. Rent in the amount of \$725.00 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 \$362.39. On May 26, 2011, the Landlord served the Tenant with the Notice. The Landlord states that when the Tenant was served with the application for dispute resolution, the Tenant informed the Landlord that she would not be disputing the Notice and would be moving out of the unit on the effective day of the Notice, which is June 30, 2011. Information on the file

indicates that the Tenant has not filed an Application for Dispute Resolution. The Landlord requests an Order of Possession.

### Analysis

Section 47 of the Act provides that where a Landlord gives a Notice to End Tenancy for cause and the tenant does not make an application for Dispute Resolution within 10 days after the date the tenant receives the notice, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit by that date.

Based on the Landlord's evidence I find that the Tenant was served with a Notice 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 I order the Landlord to deduct 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 deduct the amount of \$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: June 29, 2011.

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Residential Tenancy Branch