



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking an order of possession based on cause and to recover the filing fee for the Application.

The Landlord appeared, gave affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

The Landlord testified that he had served the Tenant with the Application for Dispute Resolution and the Notice of this Hearing by registered mail, sent on June 10, 2011. Tracking information supplied by the Landlord indicates the Tenant did not accept or pick up the registered mail. Regardless, under the Act registered mail is deemed served five days after mailing. I note that refusal to accept or neglect to pick up registered mail is not a ground for review under the Act. I also note the testimony of the Landlord regarding tracking of the mail indicates the Tenant received notification of the registered mail prior to the postal disruption which occurred at the office where the mail was held on June 22, 2011. Therefore, I find the Tenant has been duly served with the Notice of Hearing and the Application of the Landlord, although the Tenant did not participate in the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

Background and Evidence

Based on the affirmed testimony of the Landlord, I find that the Tenant was served with a one month Notice to End Tenancy for cause by registered mail, sent on May 21, 2011 (the "Notice"). The Notice indicates the effective end of the tenancy is June 30, 2011.

The Notice informed the Tenant that they had 10 days to dispute the Notice, or they would be presumed under the law to have accepted the tenancy would end on the effective day of the Notice.

There is no evidence that the Tenant applied to dispute the Notice.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant did not apply to dispute the Notice and is therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

Therefore, I find that the Landlord is entitled to an order of possession effective **at 1:00 p.m. on June 30, 2011.**

If the Tenant does not obey this order, it may be filed in the Supreme Court and enforced as an order of that Court with a writ of execution and a Bailiff to remove the Tenant.

The Landlord may keep \$50.00 from the security deposit to recover the filing fee for the Application.

Conclusion

The Tenant did not file an Application to dispute the one month Notice and is conclusively presumed under the law to have accepted that the tenancy ended on the effective date of the Notice to End Tenancy.

The Landlord is granted an Order of Possession and may keep \$50.00 from the security deposit.

Under section 77 of the Act, this decision is final and binding, except as otherwise provided for in the Act. 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 28, 2011.

Residential Tenancy Branch