



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 Notice to End Tenancy for Cause- Section 55; and
2. An Order to recover the filing fee for this application - Section 72.

The Notice to End Tenancy for Cause (the “Notice”) with an effective date of August 31, 2011 lists the following reason: Tenant has assigned or sublet the rental unit without the landlord’s written consent.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by personal service 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 entitled to an Order of Possession?

Background and Evidence

The tenancy began on January 1, 2011. Rent in the amount of \$700.00 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 approximately July 10, 2011, the Tenant sublet her unit to two other people without obtaining consent from the Landlord. On August 10, 2011, the Landlord posted the Notice on the Tenant’s door. The Tenant has not filed an application to dispute the Notice and has not vacated the unit. The Landlord requests an Order of Possession.

Analysis

Section 47 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 make this application within the required time frame, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice and must vacate the unit by that date.

Based on the Landlord's evidence 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 filed an application to dispute the Notice. Given these 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 further order** that the Landlord deduct the amount of \$50.00 from the Tenant's 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: September 06, 2011.

Residential Tenancy Branch