

## **DECISION**

Dispute Codes      OPC, FF

### Introduction

This is an application filed by the Landlord for an order of possession resulting from a 1 month notice to end tenancy for cause and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. The Co-Tenant, K.H. states that he has moved out, but that the Co-Tenant, R.S., is still in possession.

### Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

### Background and Evidence

The Landlord states that the Tenant was served with the 1 month notice to end tenancy for cause on July 13, 2011 by registered mail, personally serving it on the Tenant, R.S. and posting the notice on the door. The Co-Tenant confirms receiving this notice on the date specified by the Landlord. The Tenant states that he is not contesting the notice to end tenancy. The Tenant confirms that the effective date of the notice was August 31, 2011. The Landlord further states that he served the Tenants with the notice of hearing package by personally giving it to the Tenant, R.S. The Co-Tenant, K.H. confirms this stating that his roommate gave him the hearing package information so that he could call in.

The Tenant, K.H. has stated that he is not disputing the 1 month notice to end tenancy, nor has he filed for dispute over the notice. He is unaware of any disputes filed by his Co-Tenant, R.S. The Landlord states that he has not been served with any notice of hearing documents from the Tenants.

The Landlord states that a \$400.00 security deposit is currently held in trust. The Tenant has confirmed this.

### Analysis

Based upon the oral testimony of both parties, I am satisfied that the Tenants were properly served with the 1 month notice to end tenancy. The Tenant states that he is not contesting the notice and has moved out.

I find that the Tenant has been properly served with the notice to hearing documents as the Tenant has confirmed in his oral testimony that the package was received from his Co-Tenant, R.S.

I find based upon the above information that the Tenants having been properly served with the 1 month notice to end tenancy for cause have not applied for dispute resolution and have conclusively presumed to have accepted that the Tenancy is at an end as of the effective date of the notice which was August 31, 2011. The Landlord is entitled to an order of possession. The Tenant must be served with the 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.

The Landlord having been successful in their application is entitled to recovery of the \$50.00 filing fee. I order that the Landlord may withhold the \$50.00 amount from the currently held \$400.00 security deposit.

### Conclusion

The Landlord is granted an order of possession.  
The Landlord may retain \$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: September 27, 2011.

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Residential Tenancy Branch