



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPC; FF

Introduction

This is the Landlord's application for an Order of Possession; and to recover the cost of the filing fee from the Tenants.

The Landlord's agent gave affirmed testimony at the Hearing.

The Landlord's agent testified that the Notice of Hearing documents were posted to the Tenant's door at the rental unit on September 1, 2011, at 8:45 a.m.

Based on the affirmed testimony of the Landlord's agent, I am satisfied that the Tenant was duly served with the Notice of Hearing documents pursuant to the provisions of Section 89(2)(d) of the Act. Despite being served with the Notice of Hearing documents, the Tenant did not sign into the teleconference and the Hearing proceeded in her absence.

Issues to be Decided

- Is the Landlord entitled to an Order of Possession?

Background and Evidence

The Landlord's agent gave the following testimony and evidence:

A copy of the tenancy agreement was provided in evidence. The tenancy agreement was signed by both parties on October 19, 2010. Monthly rent is \$750.00 per month, due the first day of each month. The Tenant paid a security deposit in the amount of \$375.00 at the beginning of the tenancy.

The Landlord's agent testified that on July 12, 2011, the Landlord's agent served the Tenant with a One Month Notice to End Tenancy for Cause (the "Notice"), by posting the Notice on the Tenant's door at the rental unit. A copy of the Notice was provided in evidence. The Landlord alleges that the Tenant or a person permitted on the property by the Tenant has seriously jeopardized the health or safety or lawful right of another occupant or the Landlord and put the Landlord's property at significant risk.

Analysis

I accept the Landlord's agent's testimony that the Tenant was served with the Notice by posting the Notice on the Tenant's door on July 12, 2011. Pursuant to the provisions of Section 90 of the Act, service in this manner is deemed to be effected three days after posting the documents. The Tenant has not disputed the Notice. Therefore, pursuant to Section 47(5) of the Act, the Tenant is conclusively presumed to have accepted that the tenancy ended on August 31, 2011. I find that the Tenant is overholding and that the Landlord is entitled to an Order of Possession effective 2 days after service of the Order upon the Tenant.

The Landlord has been successful in its application and is entitled to recover the cost of the \$50.00 filing fee from the Tenant.

Pursuant to the provisions of Section 72(2)(b) of the Act, the Landlord may apply \$50.00 of the security deposit in recovery of the Landlord's cost for filing the application. The remainder of the security deposit remains available to either party, to be applied in accordance with the provisions of the Act.

Conclusion

I hereby provide the Landlord an Order of Possession **effective 2 days after service of the Order upon the Tenant**. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

The Landlord may apply \$50.00 of the security deposit in recovery of the Landlord's cost for filing the application.

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 28, 2011.

Residential Tenancy Branch