



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord to obtain an Order of Possession for cause and to recover the cost of the filing fee from the Tenant for this application.

The process server, employed by the Landlord's Agent, affirmed that service of the hearing documents and a 10 Day Notice was effected when he left a copy of the documents at the Tenant's residence with an n adult who apparently resides with the Tenant. Based on the aforementioned I find the Tenant was sufficiently served notice of today's hearing, in accordance with section 88 of the Act.

The parties appeared at the teleconference hearing, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form. No one appeared on behalf of the Tenant despite her being served notice of today's hearing in accordance with the Act.

Issue(s) to be Decided

1. Has a valid 1 Month Notice to End Tenancy for cause (the Notice) been issued and served to the Tenant in accordance with the Act?
2. Has the Tenant disputed the Notice in accordance with the Act?

Background and Evidence

The parties entered into a written fixed term tenancy agreement that began on November 1, 2010 and is set to switch to a month to month tenancy after October 31, 2011. Rent is payable on the first of each month in the amount of \$2,100.00. The Tenant made two attempts to pay the security deposit with a cheque and both times the payment did not clear because of insufficient funds.

The Landlords provided evidence that rent has been late almost every month the Tenant has resided in the unit. They had been awarded an Order of Possession in January 2011 however they agreed to reinstate the tenancy. They are now seeking another Order of Possession based on the undisputed Notice which was served to the Tenant via registered mail on August 20, 2011. At this point rent has been paid in full up to September 30, 2011 with October 2011 rent currently outstanding.

Analysis

After careful review of the evidence before me I find the Landlords have met the requirements for the 1 Month Notice to end tenancy for cause pursuant to section 47(1)(b) of the *Act*, that the Tenant is repeatedly late paying rent.

The Tenant did not dispute the Notice and is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit to which the notice relates pursuant to section 47(5) of the *Act*. Accordingly, I approve the Landlord's request for an Order of Possession.

The Landlords have been successful with their application; therefore I award recovery of the **\$50.00** filing fee.

Conclusion

I HEREBY FIND that the Landlords are entitled to an Order of Possession effective **two days after service on the Tenant**. This Order is legally binding and must be served upon the Respondent Tenant.

A copy of the Landlords' decision will be accompanied by a Monetary Order for **\$50.00**. This Order is legally binding and must be served upon the Respondent Tenant.

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: October 12, 2011.

Residential Tenancy Branch