



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, OPB, FF

Introduction

This hearing dealt with a landlord's application for an Order of Possession for cause and breach of the tenancy agreement. The tenant did not appear at the hearing. The landlord provided a registered mail receipt, including tracking number, as proof of service of the hearing documents upon the tenant. The registered mail was sent to the tenant at the rental unit on October 11, 2011 and the landlord testified that tenant still resides in the rental unit. I was satisfied the tenant was sufficiently served with notification of this hearing and I proceeded to hear from the landlord without the tenant present.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Background and Evidence

The tenancy commenced March 1, 2009 and the tenant is required to pay rent of \$925.00 on the 1st day of every month. On August 29, 2011 the landlord issued a 1 Month Notice to End Tenancy for Cause (the Notice) and personally served it upon the tenant at the rental unit on August 31, 2011. The Notice has an effective date of September 30, 2011 yet the tenant continues to occupy the rental unit. The tenant did not file an Application for Dispute Resolution to dispute the Notice.

The landlord provided a copy of the tenancy agreement, the Notice to End Tenancy, and registered mail receipt as documentary evidence for this proceeding.

Analysis

Section 47 of the Act provides that when a tenant receives a Notice to End Tenancy for Cause under this section of the Act, the tenant has 10 days to file an Application for Dispute Resolution to dispute the Notice. If the tenant does not file to dispute the Notice

the tenant is conclusively presumed to have accepted that the tenancy will end and must vacate the rental unit by the effective date of the Notice.

I am satisfied, based on the undisputed evidence before me, that the tenant was served with a Notice to End Tenancy under section 47 of the Act on August 31, 2011. I also find the tenant did not dispute the Notice by filing an Application for Dispute Resolution and is conclusively presumed to have accepted that the tenancy would end effective September 30, 2011. Accordingly, the landlord is entitled to regain possession of the rental unit and the landlord is provided an Order of Possession effective two (2) days after service upon the tenant.

Since the landlord was successful with this application I award the filing fee to the landlord. The landlord is authorized to deduct \$50.00 from the tenant's security deposit in satisfaction of this award.

Conclusion

The tenancy has ended and the landlord is provided an Order of Possession effective two (2) days after service upon the tenant. The landlord is authorized to deduct \$50.00 from the tenant's security deposit in order to recover the filing fee paid for this 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: November 02, 2011.

Residential Tenancy Branch