



# 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 47; and
2. An Order to recover the filing fee – Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by personal service on January 5, 2012 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 for Cause valid?

Is the Landlord entitled to an Order of Possession?

### Background and Evidence

The tenancy began on October 1, 2011. Rent in the amount of \$450.00 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 \$225.00. On December 22, 2011, the Landlord served the Tenant with a 1 Month Notice to End Tenancy for Cause (the “Notice”) by posting the Notice on the door. The Notice has an effective date of January 31, 2012. The Tenant has not filed an application to dispute the Notice and has not moved out of the unit.

Analysis

Section 47 of the Act provides that upon receipt of a Notice to end Tenancy for Cause, the tenant may, within ten days of receiving the notice, dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If the tenant does not dispute the Notice, 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 the Notice and I find the Notice to be valid. The Tenant has not filed an application to dispute the notice and must vacate the unit by January 31, 2012. Given these facts, I find that the Landlord is entitled to an **Order of Possession effective 1:00 p.m. January 31, 2012**. The Landlord is also entitled to recovery of the \$50.00 filing fee and I order the Landlord to retain this amount from the security deposit.

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Conclusion

**I grant** an Order of Possession effective 1:00 p.m. January 31, 2012 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 order the Landlord to retain the amount of \$50.00 from the security deposit in satisfaction of the claim.

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: January 18, 2012.

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Residential Tenancy Branch