

## **DECISION**

Dispute Codes      OPR, FF, AAT, LAT AS, O

### Introduction

There are applications filed by both parties. The Landlord has applied for an order of possession resulting from a 10 day notice to end tenancy for unpaid rent and recovery of the filing fee. The Tenant has applied to be allowed access to or from the rental unit, authorize a tenant to change the locks and to allow a tenant to assign or sublet because the landlord's permission has been unreasonably withheld.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenants did not attend. The Landlord states that the Tenants were personally served with the notice of hearing and evidence package on January 5, 2011. The Landlord states that the witness, M.S. a co-worker was a witness to service. The witness, M.S. states that she was present on January 5, 2011 when the Landlord's agent, A.M. personally served the Tenants with the notice of hearing documents in front of the rental building. I accept the Landlord's undisputed testimony that the Tenant was properly served.

As the Tenants have not attended the hearing put forth their application and the Landlord has attended to respond to it, I order that the Tenant's application be dismissed without leave to reapply.

### Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

### Background and Evidence

This Tenancy began on November 23, 2011 on a fixed term tenancy until February 29, 2012 as shown by the submitted signed tenancy agreement. The monthly rent is \$850.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$25.00 was paid on November 8, 2011.

The Landlord states that the Tenants were served with a 10 day notice to end tenancy for unpaid rent on January 3, 2012 by posting it on the rental unit door. The notice dated January 3, 2012 displays an effective date of January 12, 2012, which is

corrected under the Act to January 13, 2012. The notice states that rent of \$440.00 was outstanding and was not paid by January 1, 2012. I note that the notice and the Landlord's application both state the building address as #153 instead of #151. The Landlord states that the Tenants are still in possession of the rental unit and have not paid the outstanding rent.

### Analysis

I accept the Landlord's undisputed testimony and I find that the Tenants were served with a notice to end tenancy for unpaid rent. The Tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the Tenancy ended on the effective date of the notice. I find that although the notice to end tenancy and the notice of hearing documents displayed the wrong building address of #153 that the notice is valid as the Tenants must have understood that the notice to end tenancy for unpaid rent was clearly issued for their Tenancy at #151 at the same unit #214. Based upon the above facts, I find that 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 is entitled to recovery of the \$50.00 filing fee. I order that the Landlord may retain \$50.00 from the \$425.00 security deposit held in trust in satisfaction of this claim.

### 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: January 17, 2012.

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Residential Tenancy Branch