



Dispute Resolution Services

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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 for an order of possession and to recover the filing fee.

The landlord and tenant were present at the start of the telephone conference call hearing. I attempted to explain the hearing process; however the tenant continually interrupted the hearing from the start. During the course of the tenant's interruptions, she uttered a threat to the landlord, called me a profane name and immediately exited the conference. The tenant did not return to the conference.

Thereafter the landlord gave affirmed testimony and was provided the opportunity to present his evidence orally and in documentary form prior to the hearing and make submissions to me.

Issue(s) to be Decided

Has the tenant breached the Residential Tenancy Act (the "Act") or tenancy agreement, entitling the landlord to an Order of Possession and recovery of the filing fee?

Background and Evidence

The landlord testified that this one year, fixed term tenancy began on September 9, 2011, monthly rent is \$700.00, and a security deposit of \$350.00 was paid by the tenant on or about July 25, 2011.

The landlord gave affirmed testimony and supplied evidence that on November 24, 2011, the tenant was served with a 1 Month Notice to End Tenancy for Cause (the "Notice") by registered mail. The landlord provided evidence of the tracking number of the registered mail. The effective vacancy date listed on the Notice was December 31, 2011.

The Notice informed the tenant that the tenant had ten days to dispute the Notice.

I have no evidence before me that the tenant applied to dispute the Notice.

The landlord testified that tenant has not moved out of the rental unit.

Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

The tenant did not apply to dispute the Notice and is therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the landlord is entitled to an order of possession effective **two days** after service on the tenant.

I am enclosing an order of possession with the landlord's Decision. This order is a **legally binding, final order**, and may be filed in the Supreme Court of British Columbia for enforcement should the tenant fail to comply with this order of possession.

I allow the landlord recovery of the filing fee and I direct that he satisfy this monetary award by withholding \$50.00 from the tenant's security deposit.

Conclusion

The landlord is granted an Order of Possession.

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: February 02, 2012.

Residential Tenancy Branch