



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, FF

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession, a monetary order for the cost of filing this application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for cause?
Is the landlord entitled to a monetary order?

Background and Evidence

Based on the testimony of landlord, I find that the tenant was served with a notice to end tenancy for cause on January 1, 2012, by personal service. The notice informed the tenant that they tenant had ten days to dispute the notice. The notice also explains if you do not file an Application within ten day, you are presumed to accept the notice and must move out of the rental unit by the date set out in the notice.

The tenant's agent testified, that they did not dispute the notice as required.

Analysis

Based on the above, the 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 46(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. This order may be filed in the Supreme Court and enforced as an order of that Court.

As the landlord has been successful with his application the landlord is entitled to recover the cost of filing his application. Therefore, I find that the landlord has established a total monetary claim of \$50.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The tenant failed to dispute the notice to end tenancy. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlord is granted an order of possession. I grant a monetary order for the balance due.

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 28, 2012.

Residential Tenancy Branch