



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, OPC, FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking to end the tenancy and receive an order of possession, based on cause and on unpaid rent, and to recover the filing fee for the 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.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Is the one month Notice to End Tenancy for cause valid to end the tenancy?

### Background and Evidence

The Landlord testified and submitted evidence that the Tenant was served with a one month Notice to End Tenancy for cause on January 30, 2012, by posting on the door of the rental unit. A copy of the Notice was provided in evidence.

The Landlord further testified that the Tenant had failed to pay rent for February and March of 2012, although the Landlord did not supply copies of the 10 day notices for unpaid rent in evidence.

The Tenant initially denied she had received the one month Notice to End Tenancy for cause posted on the door. The Tenant had very vague recollections about the dates she had received any of the notices. First she testified she received all the notices about five days ago. The Tenant then testified she got all the notices from the Landlord on March 5, 2012. Then she testified she received these two weeks ago. She then discussed receiving the one month Notice on January 30, 2012.

Nevertheless, the Tenant also testified that she did not dispute any of the notices by filing an Application.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find that the Notice to End Tenancy is valid to end the tenancy effective on March 31, 2012.

I find that the Tenant's testimony on the date she was served with the one month Notice to End Tenancy was too vague to have any certainty.

I accept the evidence of the Landlord that the one month Notice to End Tenancy was posted on the door on January 30, 2012. By posting on the door, the Notice was not deemed served until three days later, under the Act. This means the Notice was deemed served on February 2, 2012, and the effective date of the one month Notice to End Tenancy changes from February 29, 2012, to March 31, 2012.

By failing to dispute the one month Notice to End Tenancy the Tenant is deemed to have conclusively accepted that the tenancy ended on the effective date of the Notice, pursuant to section 47 of the Act.

Therefore, I grant and issue an order of possession to the Landlord effective **at 1:00 p.m. on March 31, 2012**. If necessary, the Landlord may enforce the order of possession in the Supreme Court of British Columbia. The Landlord may deduct \$50.00 from the security deposit to recover the filing fee for the Application.

This decision is final and binding on the parties, except as provided under the Act, and 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: March 20, 2012.

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Residential Tenancy Branch