



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's agent testified that he served the tenant the Application for Dispute Resolution and Notice of Hearing by personal delivery on March 6, 2012; however the tenant did not appear at the hearing. The landlord, through his testimony, successfully demonstrated sufficient delivery of the documents under Section 89 of the Residential Tenancy Act (the "Act"). Thus the hearing proceeded in the tenant's absence.

Thereafter the landlord's agent 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.

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

Has the tenant breached the Residential Tenancy Act or tenancy agreement, entitling the landlord to an order of possession and recovery of the filing fee?

Background and Evidence

The landlord submitted that this one year, fixed term tenancy began on August 3, 2010, continues now on a month to month basis, monthly rent is \$825.00, and a security deposit of \$412.50 was paid by the tenant on or about August 8, 2010.

The landlord's agent gave affirmed testimony and supplied evidence that on February 24, 2012, he served the tenant with a 1 Month Notice to End Tenancy for Cause (the "Notice") by personal delivery. The effective vacancy date listed on the Notice was March 31, 2012.

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 at **1:00 p.m.** on **March 31, 2012**, the effective end of tenancy date listed on the Notice.

I am enclosing the 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.

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

Conclusion

The landlord is granted an order of possession and may retain \$50.00 from the tenant's security deposit in satisfaction of their monetary award.

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: March 23, 2012.

Residential Tenancy Branch