



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 the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking an order of possession and to recover the filing fee for the application.

The landlord appeared and gave affirmed testimony.

The landlord testified that he served the tenant with the Application for Dispute Resolution and Notice of Hearing by personal delivery at the tenant's rental unit on April 16, 2012.

I find the tenant was served in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present his evidence orally and in documentary form.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for the rental unit and to recover the filing fee?

Background and Evidence

The landlord's agent stated that this month to month tenancy began on August 1, 2011, monthly rent is \$1400.00 and the tenant paid a security deposit, but that the security deposit has now been used by the tenant for rent.

The landlord submitted that the tenant was issued a 1 Month Notice to End Tenancy for Cause, dated February 20, 2012, via personal delivery on that date, listing an effective end of tenancy on March 31, 2012.

The Notice explains that the tenant had ten days to dispute the Notice. It also explains that if the tenant does not file an Application to Dispute the Notice within ten days, then the tenant is conclusively presumed to have accepted the end of the tenancy and must vacate the rental unit by the effective date of the Notice.

The causes as stated on the Notice alleged that the tenant was repeatedly late in paying rent, caused extraordinary damage to the rental unit and engaged in illegal activity that has damaged the landlord's property.

The landlord's relevant evidence included a copy of 1 Month Notice to End Tenancy for Cause.

When questioned about the lack of landlord's signature on the Notice entered into evidence, the landlord testified that the Notice delivered to the tenant was signed.

Analysis

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

I have reviewed all the evidence and accept that the tenant has been served with the notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenant on February 20, 2012 and I have no evidence before me that the tenant failed to dispute the Notice within 10 days of receiving the Notice.

Based on the foregoing, I find the tenant is conclusively presumed under section 47(5) of the Act, to have accepted that the tenancy ended on the effective date of the Notice and must move out of the rental unit.

Conclusion

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

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 should the tenant fail to comply with this order of possession by vacating the rental unit.

I find that the landlord is entitled to recovery of the filing fee of \$50.00 and I therefore award him a monetary order in the amount of \$50.00.

I am enclosing the monetary order with the landlord's Decision. This order is a legally binding, final order, and may be filed in the Provincial Court of British Columbia (Small Claims) should the tenant fail to comply with this monetary order.

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: May 04, 2012.

Residential Tenancy Branch