



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, OPB, 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 provided testimony that he served the tenant with the Application for Dispute Resolution and Notice of Hearing (the "hearing package") by personal delivery to the tenant on April 30, 2012.

I find the tenant was served in a manner complying with section 89 of the Residential Tenancy 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

This tenancy began on September 1, 2011, monthly rent is \$950.00 and the tenant paid a security deposit of \$465.00 at the beginning of the tenancy.

The landlord submitted evidence that the tenant was served a 1 Month Notice to End Tenancy for Cause (the "Notice"), dated March 12, 2012, via personal delivery on that date, listing an effective end of tenancy on April 30, 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 significantly interfered with or unreasonably disturbed another occupant or the landlord, seriously jeopardized the health or safety or lawful right of another occupant or the landlord and breached a material term of the tenancy agreement.

The landlord stated that the tenant recently began moving her personal property out of the rental unit and appears to have vacated the rental unit. However out of an abundance of caution, the landlord presented that he would like an order of possession for his records.

The landlord's relevant evidence included a copy of 1 Month Notice to End Tenancy for Cause, email correspondence and receipts.

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 was received by the tenant on the date it was issued, March 12, 2012 and I no evidence before me that the tenant filed 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 tenants.

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 tenants 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 at the landlord's request, I allow him to retain \$50.00 from the tenants' security deposit in satisfaction of the monetary claim.

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 23, 2012.

Residential Tenancy Branch