

## **DECISION**

Dispute Codes      OPC, MNR, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent – Section 67;
3. An Order to retain all or part of the security deposit – Section 38; and
4. An Order to recover the filing fee – Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Preliminary Matter

The Landlord states that the Tenant has paid the outstanding rental amount and withdraws the claim for unpaid rent.

### Issue(s) to be Decided

Is the Notice to End Tenancy for Cause valid?

Is the Landlord entitled to an Order of Possession?

### Background and Evidence

The tenancy began on June 8, 2012. Rent in the amount of \$675.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$337.50. On June 19, 2012, the Landlord personally served the Tenant with a 1 Month Notice to End Tenancy

for Cause (the “Notice”). The Notice has an effective date of July 31, 2012. The Tenant has not filed an application to dispute the Notice.

### Analysis

Section 47 of the Act requires that upon receipt of a Notice to end Tenancy for Cause, the tenant may, within ten days of receiving the notice, dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If the tenant does not dispute the Notice, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the notice and must vacate the unit by that date.

Based on the Landlord’s evidence I find that the Tenant was served with the Notice and I find the Notice to be valid. The Tenant has not filed an application to dispute the notice and must vacate the unit by July 31, 2012. Given these facts, I find that the Landlord is entitled to an **Order of Possession effective 1:00 p.m. July 31, 2012**. The Landlord is also entitled to recover the \$50.00 filing fee and I order the Landlord to retain this amount from the security deposit.

### Conclusion

**I grant** an Order of Possession effective 1:00 p.m. July 31, 2012 to the Landlord.

I Order the Landlord to retain \$50.00 from the security deposit.

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: July 24, 2012.

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Residential Tenancy Branch