

DECISION

Dispute Codes OPB, OPC, 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 47
2. An Order for recovery of 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.

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 September 27, 2011. Rent in the amount of \$600.00 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 \$300.00. On May 14, 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 June 15, 2012 however the Landlord informed the Tenant that this date was incorrect and that the effective date should be June 30, 2012. The Tenant has not filed an application to dispute the Notice and has not moved out of the unit.

Analysis

Section 53 of the Act provides that where a landlord gives notice to end a tenancy effective on an incorrect date, the notice is deemed to be changed to the earliest date that complies with the Act. Accordingly, the effective date of the Notice is automatically adjusted to June 30, 2012.

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. Given these facts, I find that the Landlord is entitled to an **Order of Possession**. As the Landlord's application has been successful, I find that the Landlord is entitled to recovery of the \$50.00 filing fee and I order the Landlord to retain this amount from the security deposit.

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Conclusion

I **grant** an Order of Possession to the Landlord. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I Order the Landlord to retain \$50.00 from the security deposit in full satisfaction of the 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: July 12, 2012.

Residential Tenancy Branch