



# 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 based on an undisputed one month Notice to End Tenancy for cause and to recover the filing fee for the Application.

An Agent for the Landlord appeared, gave affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

The Agent testified he served the Tenant in person with the Application and Notice of Hearing on July 23, 2012. Nonetheless, the Tenant did not appear at the hearing. I find the Tenant has been duly served in accordance with the Act.

### Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

### Background and Evidence

Based on the affirmed testimony of the Agent for Landlord, I find that the Tenant was served with a one month Notice to End Tenancy for cause on May 23, 2012, by personal delivery. The effective date of the Notice was June 30, 2012.

The Notice informed the Tenant that they had 10 days to dispute the Notice. The Agent testified that the Tenant had not served him with an Application for Dispute Resolution to dispute the Notice.

### Analysis

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

The Tenant has not made an Application 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, on June 30, 2012. However, the Tenant has not vacated the rental unit as of the time of this hearing, August 13, 2012.

Therefore, I find that the Landlord is entitled to an order of possession effective **two days** after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I order that the Landlord may retain \$50.00 from the deposit in order to recover the filing fee for the Application.

Conclusion

The Tenant failed to dispute the Notice to End Tenancy. The Tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the Notice to End Tenancy, although the Tenant has not vacated.

The Landlord is granted an Order of Possession and may keep \$50.00 from the security deposit and interest in recovery of the filing fee for the Application.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: August 13, 2012.

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Residential Tenancy Branch