



# 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 seeking an order of possession.

The hearing was conducted via teleconference and was attended by the landlord only.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on July 16, 2012 in accordance with Section 89.

Based on the testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for cause and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 47, 55, 67, and 72 of the *Act*.

### Background and Evidence

The landlord submitted the following documentary evidence a copy of a 1 Month Notice to End Tenancy for Cause that was issued on June 30, 2012 with an effective vacancy date of July 31, 2012 citing the tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk and non-compliance with an order under the legislation within 30 days after the tenant received the order or the date in the order.

The landlord testified the tenancy began in February 2012 as a month to month tenancy for a monthly rent of \$525.00 due on the 1<sup>st</sup> of each month with a security deposit of \$200.00 previously paid.

The landlord testified the tenant was served the 1 Month Notice to End Tenancy for Cause personally on June 30, 2012. The landlord also submitted a written statement from a witness confirming this service.

The Notice states the tenant had ten days to apply for Dispute Resolution or the tenancy would end. The tenant did not apply to dispute the Notice to End Tenancy within ten days.

### Analysis

I have reviewed all documentary evidence and accept that the tenant has been served with notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenant on June 30, 2012 and the effective date of the notice was July 31, 2012. I accept the evidence before me that the tenant failed to apply to dispute the notice within the 10 days granted under Section 47(5) of the *Act*.

Based on the foregoing, I find the tenant is conclusively presumed under Section 47(6) of the *Act* to have accepted that the tenancy ended on the effective date of the Notice.

### Conclusion

I find the landlord is entitled to an order of possession effective **two days after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$50.00** comprised of the fee paid by the landlord for this application.

I order the landlord may deduct this amount from the security deposit held in the amount of \$200.00 in satisfaction of this claim. I note the balance of the security deposit held by the landlord will be \$150.00.

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: August 07, 2012.

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Residential Tenancy Branch