



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

*OPC, MND, FF*

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for the cost of repairs.

The notice of hearing was served on the tenant by the landlord in person, on August 21, 2012. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

During the hearing, the landlord requested that his application for the cost of repairs to a damaged wall be dismissed with leave to reapply. Since the tenant is currently in occupation of the rental unit, I allow the landlord's request. The landlord also requested that his application be amended to include the recovery of the filing fee. I also allow this request. Accordingly, this hearing dealt with the landlord's application for an order of possession and a monetary order for the filing fee.

### **Issues to be decided**

Is the landlord entitled to an order of possession? Is the landlord entitled to a monetary order to recover the filing fee?

### **Background and Evidence**

The tenancy started on April 01, 2012. The rent is \$900.00 due on the first of the month. The tenant paid a security deposit of \$450.00.

On June 28, 2012, the landlord served the tenant with a one month notice to end tenancy for cause. The reason for the notice was that the tenant has allowed an unreasonable number of occupants in the rental unit.

The tenant did not dispute the notice and continues to occupy the rental unit.

### **Analysis**

Based on the undisputed testimony of the landlord, I find that the tenant received the notice on June 28, 2012 and did not dispute the notice to end tenancy. Pursuant to section 47 (5) of the *Residential Tenancy Act*, if a tenant has received a notice to end tenancy for cause and does not make an application for dispute resolution within ten days after receiving the notice, the tenant is conclusively presumed to have accepted that the **tenancy ends on the effective date of the notice** and must vacate the rental unit by that date.

Therefore, I find that the landlord is entitled to an order of possession and pursuant to section 55(2); I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

### **Conclusion**

The notice to end tenancy is upheld and I grant the landlord an order of possession effective two days after service on the tenant. Since the landlord has proven his case he is entitled to the recovery of the filing fee and may 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: September 26, 2012.

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Residential Tenancy Branch