



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC

Introduction

This hearing dealt with the landlord's request for an Order of Possession. The tenant did not appear at the hearing. The landlord testified, through his agent, that the tenant was given the hearing documents in person, at the rental unit, on December 15, 2012. Based upon the undisputed testimony provided to me I accepted that the tenant was served with notice of this proceeding and I continued to hear from the landlord without the tenant present.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for cause?

Background and Evidence

The tenancy commenced approximately two years ago and the tenant is required to pay rent on the 1st day of every month. Rent payments have been automatically sent to the landlord by the Ministry at the end of the preceding month.

The landlord testified that on October 29, 2012 the tenant was personally served with a 1 Month Notice to End Tenancy for Cause with a stated effective date of November 29, 2012. The tenant did not file to dispute the Notice and did not vacate the rental unit by the end of November 2012. The landlord received rent payment from the Ministry for the months of December 2012 and filed this Application for Dispute Resolution on December 14, 2012 seeking an Order of Possession.

The landlord then received a rent payment from the Ministry for the month of January 2013 and the tenant continues to reside in the rental unit. The landlord was agreeable to an Order of Possession effective January 31, 2013 given the rent has been paid for January 2013.

The landlord provided a copy of the 1 Month Notice as documentary evidence for this proceeding.

Analysis

Where a tenant receives a 1 Month Notice the tenant has 10 days to dispute the Notice by filing an Application for Dispute Resolution. If a tenant does not dispute the Notice within 10 days then, pursuant to section 47(5) of the Act, the tenant is conclusively presumed to have accepted the tenancy will end and must vacate the rental unit by the effective date of the Notice.

Having heard the tenant is required to pay rent by the 1st day of every month the effective date is automatically corrected to read November 30, 2012 pursuant to sections 47 and 53 of the Act.

In the absence of any evidence to the contrary, I accept that the tenant was served with the 1 Month Notice on October 29, 2012, as stated by the landlord. I also accept that the tenant did not file to dispute the Notice. Therefore, I find the tenancy ended November 30, 2012 pursuant to an undisputed 1 Month Notice to End Tenancy.

Since the tenancy has ended but the landlord has been provided monies on behalf of the tenant for the month of December 2012 and January 2013 I provide the landlord with an Order of Possession effective January 31, 2013.

Conclusion

The landlord has been provided an Order of Possession effective at 1:00 p.m. on January 31, 2013.

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: January 16, 2013

Residential Tenancy Branch

