



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPL, OPC, OPB, MND, MNR, MNDC, O

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 55;
2. A Monetary Order for unpaid rent - Section 67;
3. A Monetary Order for damage to the unit – Section 67; and
4. A Monetary Order for compensation – Section 67.

The Tenant did not appear at the conference call hearing. At the onset of the Hearing, the Landlord stated that the claim for monetary amounts is withdrawn and the Landlord only seeks an Order of Possession.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by posting the materials on the door in accordance with Section 89 of the Act. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

Background and Evidence

The tenancy started on August 1, 2012. Rent of \$400.00 is payable monthly on the first day of the month. No security deposit was taken by the Landlord.

On January 1, 2013 the Landlord served the Tenant with a One Month Notice to End Tenancy for Cause (the "Notice") by posting the Notice on the door. The effective date of the Notice is stated as January 31, 2013. The Tenant has not filed an application for dispute resolution 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 February 28, 2013.

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**.

.

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.

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: March 05, 2013

Residential Tenancy Branch

