



# 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 under the Residential Tenancy Act (the "Act") seeking an order of possession for the rental unit due to alleged cause and for recovery of the filing fee.

The landlord appeared; the tenant did not appear.

The landlord gave evidence that he served the tenant with his Application for Dispute Resolution and Notice of Hearing by posting it on the tenant's door on March 28, 2013.

I find the tenant was served notice of this hearing in a manner complying with section 89(2) of the Residential Tenancy Act and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present his evidence orally and to refer to relevant documentary evidence submitted prior to the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession for the rental unit due to alleged cause?

### Background and Evidence

The landlord said that this tenancy began on June 1, 2012, monthly rent is \$700, and the tenant paid a security deposit of \$350.00 at the beginning of the tenancy.

The landlord submitted evidence that he served the tenant with a 1 Month Notice to End Tenancy for Cause on March 8, 2012, by posting it on the tenant's door, listing an effective end of tenancy of April 30, 2013.

Section 90 of the Act states that documents served by posting on the door are deemed delivered three days later. Thus the tenant was deemed to have received the Notice on March 11, 2013.

The Notice explained that the tenant had ten days to dispute the Notice. It also explains that if the tenant did not file an application to dispute the Notice within ten days, then the tenant is conclusively presumed to have accepted the end of the tenancy and must vacate the rental unit by the effective date of the Notice.

I have no evidence before me that the tenant filed an application to dispute the Notice.

The landlord also submitted that the tenant's personal property has been removed, but that as he does not know for certain if the tenant will attempt to regain possession of the rental unit; therefore the landlord requested to proceed with his request for an order of possession for the rental unit.

### Analysis

Based on the oral and written evidence and on a balance of probabilities, I find as follows:

I find the tenant was served a 1 Month Notice to End Tenancy for Cause, did not apply to dispute the Notice within ten days of service 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.

I therefore find that the landlord is entitled to an order of possession for the rental unit effective on April 30, 2013, at 1:00 p.m. as listed on the Notice, after service of the order upon the tenant.

I also find that the landlord is entitled to recover the filing fee of \$50. The landlord is directed to retain this amount from the tenant's security deposit in satisfaction of his monetary award for the filing fee.

### Conclusion

I grant the landlord a final, legally binding order of possession, which is enclosed with the landlord's Decision. Should the tenant fail to vacate the rental unit pursuant to the terms of the order, this order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court. Costs of such enforcement may be recoverable from the tenant.

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: April 26, 2013

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Residential Tenancy Branch

