



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

Introduction

This hearing was convened in response to an application by the Landlord for an early end of tenancy and an Order of Possession pursuant to section 56 of the *Residential Tenancy Act* (the “Act”). I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution by the Landlord posting the application and notice of hearing on the door in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matter

Noting that a copy of a one month notice to end tenancy was provided by the Landlord as evidence for this application, the Landlord confirmed that she was seeking an order of possession on the basis of the notice to end tenancy.

Issue(s) to be Decided

Is the Notice to End Tenancy for Cause valid?

Is the Landlord entitled to an Order of Possession?

Background and Evidence

The tenancy began on April 30, 2013. At the outset of the tenancy the Landlord collected \$425.00 as a security deposit and \$425.00 as a pet deposit. On May 23, 2013, the Landlord served the Tenants with a 1 Month Notice to End Tenancy for Cause (the “Notice”) by posting the Notice on the door. The Notice has an effective date of June 30, 2013 and the Landlord states that although the Tenants moved out of the unit two days ago, the Landlord is concerned given their past behavior that the Tenants may

try to regain entry to the unit and so the Landlord seeks an order of possession. The Tenant has not filed an application to dispute the Notice.

Analysis

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 was to have vacated the unit by June 30, 2013. Given the Landlord's concerns with the Tenants' re-entry into the unit, I find that the Landlord is entitled to an **Order of Possession effective immediately**. I also find that the Landlord is entitled to recovery of the \$50.00 filing fee and I order the Landlord to retain this amount from the security deposit.

Conclusion

I grant an Order of Possession effective immediately to the Landlord. I order the Landlord to deduct \$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: July 22, 2013

Residential Tenancy Branch