



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, OPR, FF

Introduction

This hearing was convened by way of conference call in repose to the landlord's application for an Order of Possession for cause; an Order of Possession for unpaid rent and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, and served to the tenant by posting them to the tenant's door on August 16, 2013. The tenant was deemed to be served the hearing documents on the third day after they were mailed as per section 90(b) of the *Act*.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

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

Background and Evidence

The landlord testifies that this tenancy started on June 16, 2013 for a fixed term that was not due to end until December 16, 2013. Rent for this unit is \$950.00 per month and is due on the first day of each month. The tenant paid a security deposit of \$475.00 at the start of the tenancy.

The landlord testifies that the tenant was served with a One Month Notice to End Tenancy on July 27, 2013 by posting it to the tenant's door. The Notice gave four reasons to end the tenancy and informed the tenant that the tenant had 10 days to file an application to dispute the Notice. The Notice has an effective date of August 31, 2013.

The landlord testifies that the tenant failed to pay rent for August of \$950.00 and the tenant was served with a 10 Day Notice to End Tenancy by posting it to the tenant's door on August 02, 2013. The Notice informed the tenant that the tenant had five days to either pay the rent or dispute the Notice or the tenancy would end on August 15, 2013.

Analysis

The tenant did not appear at the hearing to dispute the landlord's claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have carefully considered the landlord's documentary evidence and sworn testimony before me.

When a tenant is served with a One Month Notice to End Tenancy the tenant is provided with information on page two of that Notice about how the tenant can dispute the Notice by filing an application for Dispute Resolution. The tenant has not disputed the One Month Notice within the 10 allowable days as indicated on page two of the Notice.

Furthermore, the tenant has failed to dispute the 10 Day Notice within the allowable five days as indicated on page two of the 10 Day Notice. The tenant is therefore conclusively presumed to have accepted the end of the tenancy.

The landlord is therefore entitled to an Order of Possession pursuant to s. 55 of the *Act*.

Conclusion

I HEREBY ISSUE an Order of Possession in favour of the landlord effective **two days after service** on the tenant. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord is entitled to be reimbursed the **\$50.00** cost of filing this application. I order that the landlord retain this amount from the security deposit of \$475.00 leaving a balance \$425.00 which must be returned to the tenant or otherwise dealt with in compliance with section 38 of the *Act*.

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: August 27, 2013

Residential Tenancy Branch

