



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ARNO HOTEL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession, and an order to recover the cost of filing the application from the tenant.

Although served with the Application for Dispute Resolution and Notice of Hearing in person on August 15, 2013, the tenant did not appear. I find that the tenant has been duly served in accordance with the Act.

The landlord appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Issues to be Decided

Is the landlord entitled to an order of possession for cause?
Is the landlord entitled to recover the cost of the filing fee?

Background and Evidence

Based on the testimony of the landlord's agent, I find that the tenant was served with a one month notice to end tenancy for cause on July 6, 2013, by personal service, which was witnessed. The evidence of the landlord's agent was that the tenant took the notice and ripped the notice to piece and through it on the floor.

The landlord's agent testified the notice was issued as there had been police incidents. The landlord's agent stated that the tenant did not file an application to dispute the notice.

The landlord's agent stated that on the notice he made a typographical error as he had typed the year as 3013, instead of 2013. The landlord's agent seeks an amendment to the notice.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The tenant did not apply to dispute the Notice 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.

While the effective vacancy date indicated it was August 31, 3013, I find a reasonable person would have known that was merely typographical error and should have been 2013. Therefore, the notice is amended to August 31, 2013.

As the tenant did not vacated on the amended effective vacancy date, I find that the landlord is entitled to an order of possession not later than **two (2) days** after service of upon the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord has established a total monetary claim of \$50.00 for the fee paid by the landlord for this application. I grant the landlord an order under section 67 for the Act. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The tenant failed to dispute the notice to end tenancy. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlord is granted an order of possession. The landlord is granted a monetary order.

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: September 26, 2013

Residential Tenancy Branch

