



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Sytton Group Property Management Division
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNSD

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. An Order to retain the security deposit - Section 38.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail 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.

Issue(s) to be Decided

Is the Notice to End Tenancy for Cause valid?

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

The tenancy began on June 1, 2012. Rent in the amount of \$595.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$297.50. On December 7, 2013, the Landlord served the Tenant in person with a 1 Month Notice to End Tenancy for Cause (the “Notice”). The Notice has an effective date of January 31, 2013. The

Tenant has not filed an application to dispute the Notice and has not moved out of the unit. Although the Landlord did not apply for an early end of tenancy, the Landlord requests an order of possession effective on a date earlier than the effective date of 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 given the effective date of the notice must vacate the unit by January 31, 2012. Given these facts, I find that the Landlord is entitled to an **Order of Possession effective 1:00 p.m. January 31, 2014**. As the Landlord served the Tenant with a one month notice containing an effective date as required under the Act and as the Landlord did not apply for an early end of tenancy I find that I may not provide an earlier effective order of possession than that provided on the Notice.

Although the Landlord included a claim for the retention of the security deposit, as the tenancy has not ended I find that the Landlord may not yet claim this amount and I dismiss this claim with leave to reapply after the end of the tenancy.

Conclusion

I grant an Order of Possession effective 1:00 p.m. January 31, 2014 to the Landlord.

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: January 14, 2014

Residential Tenancy Branch

