



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MEICOR REALTY MANAGEMENT SERVICES INC.
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 by registered mail sent on September 11, 2014 and successfully delivered on September 12, 2014, the tenant did not appear. A Canada post tracking number was provided as evidence. I find that the tenant has been duly served in accordance with the Act.

The landlord's agent appeared gave affirmed 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, I find that the tenant was served with a one month notice to end tenancy for cause on July 28, 2014 by posting to the door and witnessed. The notice explains the tenant had ten days to dispute the notice. The notice further explains if the notice is not disputed within the ten days that the tenant is presumed to accept the notice and must move out of the rental unit by the date specified in the notice, which was August 31, 2014.

The landlord's agent testified the tenant did not dispute the notice and have failed to vacate the premises.

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.

I find the landlord is entitled to an order of possession **effective two (2) days** after it is served upon the tenant. This order may be filed with the Supreme Court of British Columbia 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 order that the landlord retain the \$50.00 from the security deposit in full satisfaction of the claim.

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, and may keep a portion of the security deposit in full satisfaction of the claim.

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: October 30, 2014

Residential Tenancy Branch

