



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BROWN BROS AGENCIES LIMITED
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR, FF

Introduction

This hearing was convened in response to an application by the landlord filed on October 28, 2014 pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by posting it on their door on October 28, 2014 in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord provided a witness who testified that they were present when the application for dispute resolution and notice of hearing was posted on the tenant's door.

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 valid?
Is the landlord entitled to an Order of Possession?
Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenant still resides in the unit. The tenant failed to pay rent in the month of October 2014 and on October 07, 2014 the landlord served the tenant with a notice to end tenancy for non-payment of rent by registered mail to the address at which the tenant resides. The landlord provided proof that the registered mail was received at the tenant's address on October 18, 2014. The landlord testified that there has not been

any payment of rent since the Notice was issued. The landlord further testified that they hold a security deposit in trust.

Analysis

Based on the testimony and document evidence before me I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and has not applied for Dispute Resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. I find that the landlord is entitled to an **Order of Possession**.

The landlord is entitled to recover their filing fee of \$50.00.

Conclusion

I grant an Order of Possession to the landlord effective 2 days from the day it is served on the tenant. The tenant must be served with this Order. Should the tenant fail to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I Order that the landlord may retain \$50.00 from the security deposit in satisfaction of the filing fee for this matter.

This Decision is final and binding on both parties.

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: November 10, 2014

Residential Tenancy Branch

