



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPC. FF

Introduction

This hearing was convened as a result of the Landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act") for an Order of Possession based on a Notice to End Tenancy for Cause issued on May 31, 2015 with an effective date of June 30, 2015 (the "Notice") and to recover the filing fee.

The Landlord attended the teleconference hearing. During the hearing the Landlord was given the opportunity to provide his evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

As the Tenant did not attend the hearing, service of the Landlord's Application and Notice of a Dispute Resolution Hearing (the "Application Materials") was considered. The Landlord testified that the Application Materials were personally served on the Tenant on June 16, 2015 and that the Landlord's father, G.L., witnessed the Tenant being served. I accept the Landlord's undisputed testimony and find that the Tenant was sufficiently served as of June 16, 2015 under the *Act* as a result.

Preliminary and Procedural Matters

At the outset of the hearing, the Landlord testified that the Tenant vacated the rental unit on July 31, 2015. However, the Landlord testified that other occupants, who are unknown to the Landlord but known to the police, continue to reside in the rental unit and accordingly he requested an Order of Possession.

The Landlord also confirmed he did not wish to pursue his application to recover the filing fee.

Issue to be Decided

Is the Landlord entitled to an Order of Possession?

Background and Evidence

The Landlord testified that a month to month tenancy agreement between the parties began on or about four years ago and ended on July 31, 2015 when the Tenant vacated the rental unit. At the time of the hearing, monthly rent in the amount \$600.00 was due on the first day of each month during the tenancy. The Tenant paid a \$600.00 security and pet damage deposit at the start of the tenancy which the Landlord continues to hold.

The Landlord testified that the Notice was personally served on the Tenant on May 31, 2015. The Notice informs the Tenant that they had ten days from the date of service to dispute the Notice by filing an Application for Dispute Resolution. The Landlord testified that the Tenant did not apply for dispute resolution and instead vacated the rental unit on July 31, 2015.

Analysis

Based on the documentary evidence, the undisputed testimony of the Landlord, and on the balance of probabilities, I find the following.

The Tenant did not apply to dispute the Notice and is conclusively presumed, pursuant to section 47(5) of the *Residential Tenancy Act* (the “Act”) to accept the end of the tenancy and must vacate the rental unit. The Landlord is entitled to an Order of Possession pursuant to section 55 of the *Act* which will be effective two days after service. This Order must be served on the Tenant and may be filed in the Supreme Court and enforced as an Order of that court.

Conclusion

The Landlord is entitled to an Order of Possession. The Landlord’s application for monetary compensation to recover the filing fee was withdrawn.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 11, 2015

Residential Tenancy Branch

