



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC FF

### Introduction

This hearing dealt with the landlord's application for an order of possession. Two agents for the landlord and the tenant participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession?

### Background and Evidence

On December 29, 2015 the landlord personally served the tenant with a notice to end tenancy for cause. The tenant confirmed that she received both pages of the notice. The tenant did not apply to cancel the notice. The landlord stated that they would be willing to extend the order of possession to the effective date of April 30, 2016.

### Analysis

The tenant was served with the notice to end tenancy and did not apply to cancel the notice. The landlord is therefore entitled to an order of possession.

As the landlord's application was successful, they are entitled to recovery of the \$100.00 filing fee for the cost of their application.

Conclusion

I grant the landlord an order of possession effective April 30, 2016. The tenant must be served with the order of possession. 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 grant the landlord an order under section 67 for the balance due of \$100.00. This order may be filed in the Small Claims Court and enforced as an order of that Court. Alternatively, the landlord may retain this amount against any security deposit, as per section 72 of the Act.

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: March 31, 2016

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Residential Tenancy Branch