



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BAYSIDE PROPERTY SERVICES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** OPC, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and for the filing fee.

The landlord testified that she served the tenant with a notice of hearing and evidence package on February 19, 2016 by registered mail to the rental unit. The landlord filed a copy of the tracking slip. Despite having been served the notice of hearing by the landlord, the tenant did not attend the hearing.

The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to an order of possession?

### **Background and Evidence**

The tenancy started on May 01, 2009. The monthly rent is \$724.00 payable on the first of each month. Prior to moving in; the tenant paid a security deposit of \$325.00. On November 27, 2015, the landlord served the tenant with a notice to end tenancy for cause, with an effective date of December 31, 2015.

The tenant did not dispute the notice and asked the landlord for additional time to move out. The landlord agreed to allow the tenancy to continue for an additional month. However the tenant did not move out by January 31, 2016 and therefore the landlord filed this application for an order of possession.

The landlord testified that the tenant paid rent late repeatedly and this was one of the reasons for the notice to end tenancy. The tenant continued to pay rent to the landlord after having received the notice to end tenancy and the landlord issued receipts for use and occupancy only.

The landlord stated that as of the date of the hearing, the tenant had not moved out.

### **Analysis**

Based on the undisputed testimony and documentary evidence of the landlord, I find that the tenant received the notice to end tenancy, on November 27, 2015 and did not make application, pursuant to Section 47 to set aside the notice to end a residential tenancy, and the time to do so has expired.

In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice. Pursuant to section 55(2) I am issuing a formal order of possession effective on April 30, 2016. The Order may be filed in the Supreme Court for enforcement.

### **Conclusion**

I grant the landlord an order of possession effective at 1:00 pm on April 30, 2016.

The landlord may retain **\$100.00** from the security deposit towards the recovery of the filing fee.

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: April 07, 2016

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Residential Tenancy Branch

