



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Regent Hotel
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession based upon a 1 Month Notice to End Tenancy for Cause. The landlord appeared; the tenant did not.

The landlord filed proof that the Application for Dispute Resolution and Notice of Hearing had been mailed to the tenant by registered mail. He testified that there are not individual mail boxes for each unit so the package was received by the hotel office and then placed in the tenant's individual cubby hole. He also testified that he witnessed the tenant take the package from his cubby hole. Pursuant to section 71(2(b) of the *Residential Tenancy Act*. I find that the Application for Dispute Resolution and Notice of Hearing has been sufficiently served for the purposes of the Act.

Issue(s) to be Decided

Is the landlord entitled to an order of possession and, if so, on what terms?

Background and Evidence

This month-to-month tenancy commenced September 1, 2014. The monthly rent of \$450.00 is due on the first day of the month. The landlord holds a security deposit of \$250.00.

On August 16, 2016 the landlord issued a 1 Month Notice to End Tenancy for Cause. The notice was served by registered mail and the landlord filed proof of service in advance of the hearing.

The notice received by the tenant contained the following information:

- "You have the right to dispute this Notice within 10 days after you receive it by filing an Application for Dispute Resolution at the Residential Tenancy Branch. An arbitrator may extend your time to file an Application, but only if he or she accepts your proof that you had a serious and compelling reason for not filing the Application on time.

- If you do not file an Application within 10 days, you are presumed to accept this Notice and must move out of the rental unit or vacate the site by the date set out on page 1 of this Notice (You can move out sooner.) If you do not file an Application, move or vacate, your landlord can apply for an Order of Possession that is enforceable through the court.”

This information is summary of sections 47(4) and (5) of the *Residential Tenancy Act*. The notice also provides the telephone numbers and web site where additional information may be obtained.

The tenant did not dispute the notice. The rent has been paid to the end of October.

Analysis

As the tenant did not file an application to dispute the 1 Month Notice to End Tenancy for Cause he is 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 effective **1:00 pm, October 31, 2016**. If necessary, this order may be filed in the Supreme Court and enforced as an order of that court.

As the landlord was successful on its' application it is entitled to reimbursement from the tenant of the \$100.00 fee it paid to file it. Pursuant to section 72(2) this amount may be retained from the security deposit held by the landlord.

Conclusion

An order of possession has been granted to the landlord.

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 27, 2016

Residential Tenancy Branch

