



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC

Introduction

This hearing dealt with a landlord's application for an Order of Possession for cause. The tenant did not appear at the hearing. The landlord submitted that the hearing documents were posted to the door of the rental unit on April 23, 2017 and the tenant continues to occupy the rental unit. I was satisfied that the landlord duly served the tenant with notification of this proceeding in a manner that complies with the Act and I continued to hear from the landlord without the tenant present.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Background and Evidence

The landlord testified that under an oral tenancy agreement the tenancy started in September 2016 and the tenant is required to pay rent of \$1,500.00 on the first day of every month. The landlord collected a security deposit of \$750.00.

The landlord issued a 1 Month Notice to End Tenancy for Cause to the tenant on March 19, 2017 (the Notice) and posted it to the door of the rental unit. The Notice has an effective date of April 30, 2017. The tenant did not file to dispute the Notice. The tenant has not paid rent and the tenant continues to occupy the rental unit. The landlord seeks an Order of Possession effective as soon as possible.

Documentary evidence provided by the landlord included copies of: the 1 Month Notice; signed Proof of Service documents for service of the 1 Month Notice and the hearing package; a warning letter issued to the tenant on February 20, 2017; and, photographs of these documents attached to a door.

Analysis

I am satisfied by the unopposed evidence that the landlord posted a 1 Month Notice to End Tenancy for Cause on the door of the rental unit and the tenant did not file an Application for Dispute Resolution to dispute it. Section 47(5) of the Act provides that if a tenant does not file to dispute a 1 Month Notice to End Tenancy for Cause within 10 days of receiving it then the tenant is conclusively presumed to have accepted that the tenancy will end on the effective date of the Notice. Accordingly, I find the tenancy came to an end on April 30, 2017.

Section 55(2) of the Act provides that a landlord may obtain an Order of Possession in the certain circumstances, including where:

(b) a notice to end the tenancy has been given by the landlord, the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired;

I find the landlord is entitled to an Order of Possession since the tenant did not file to dispute the 1 Month Notice. I provide the landlord with an Order of Possession that shall be effective two (2) days after service upon the tenant.

Conclusion

The landlord has been provided an Order of Possession effective two (2) days after service upon the tenant.

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: May 23, 2017

Residential Tenancy Branch