



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act, (the "Act"), for an order of possession and to recover the filing fee from the tenant.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Issue to be decided

Is the landlord entitled to an order of possession?

Background and Evidence

The landlord testified that the tenant was served with a One Month Notice to End Tenancy for Cause (the "Notice"), issued on May 31, 2017, in person.

The Notice explains the tenant had ten days to dispute the Notice. The Notice further explains if the Notice is not disputed within the ten days that the tenant is presumed to accept the Notice and must move out of the rental unit by the date specified in the Notice.

The tenant acknowledged they received the Notice and did not make an application to dispute it.

The landlord agreed that if the tenant pays rent in full for December 2017, on or before the 1st of the month, by email transfer, that they would agree to extend the tenancy to December 31, 2017. The landlord stated that if rent is not paid in full they seek an order of possession effective within 2 days.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The tenant did not apply to dispute the Notice and is therefore conclusively presumed under section 47(5) of the Act 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, pursuant to section 55 of the Act, effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

Should the tenant pay rent in full for December 2017, by email transfer on the 1st of December 2017, the above order has no force or effect. The tenancy will legally end on December 31, 2017.

I find that the landlord is entitled to an order of possession effective **December 31, 2017 at 1:00 pm**. A copy of this order must be served on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

I find that the landlord has established a total monetary claim of \$100.00 to recover the filing fee from the tenant for this application. I order that the landlord retain the amount of \$100.00 from the tenant's security deposit in full satisfaction of the claim.

Conclusion

The tenant failed to dispute the Notice. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlord is granted two orders of possession, and may keep a portion of the security deposit in full satisfaction of the claim.

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: November 27, 2017

Residential Tenancy Branch