



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1280250 B.C. 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* for an order of possession for cause and for a monetary order for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. Both parties acknowledged receipt of the other's evidence.

Issues to be decided

Did the landlord serve a valid notice to end tenancy?

Does the landlord have cause to end the tenancy?

Did the tenant apply to dispute the notice?

Background and Evidence

The tenancy started on September 01, 2016. The monthly rent is \$1,200.00 due in advance on the first day of each month. Prior to moving in the tenant paid a security deposit of \$600.00.

On December 16, 2022, the landlord served the tenant with a one month notice to end tenancy for cause with an effective date of January 31, 2023. The tenant agreed that she had received the notice but did not make application to dispute the notice. Since the tenant did not make application to dispute the notice within 10 days of receipt of the notice, the landlord applied for an order of possession.

Analysis

Based on the testimony of both parties and the documents filed into evidence, I find that the tenant was served with a valid notice to end tenancy for cause on December 16, 2022, by registered mail. The tenant is deemed to have received the notice on December 21, 2022. The tenant agreed that she did not dispute the notice to end tenancy for cause.

Pursuant to section 47 (5) of the *Residential Tenancy Act*, if a tenant has received a notice to end tenancy for cause and does not make an application for dispute resolution within ten days after receiving the notice, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit by that date.

Therefore, the landlord is entitled to an order of possession and pursuant to section 55(2); I am issuing a formal order of possession effective by 1:00 pm on February 28, 2023. The Order may be filed in the Supreme Court for enforcement.

Since the landlord's application has been granted, I award the landlord the recovery of the filing fee. The landlord may retain \$100.00 from the security deposit.

Conclusion

I grant the landlord an order of possession effective by 1:00 pm on February 28, 2023. 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: February 13, 2023

Residential Tenancy Branch