



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession for cause, a monetary order for unpaid rent, to retain the security deposit for unpaid rent and recover the cost of filing their application 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

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

Preliminary Issues

The landlord testified the tenant is no longer in rent arrears and a monetary order for unpaid rent is no longer required.

The parties agreed the issue of the security deposit will be dealt with at the end of tenancy as required by section 38 of the Act.

This hearing proceeded on the landlord application to end tenancy for cause.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for cause?

Is the landlord entitled to recover the cost of filing their application from the tenant?

Background and Evidence

Based on the testimony of the landlord's agent, I find that the tenant was served with a notice to end tenancy for cause on July 21, 2102, by posting to the door of the tenant's residence.

The notice informed the tenant that they have ten days to dispute the notice. The notice also explains if the tenant does not file an application to dispute the notice within ten days, they are presumed to have accepted the notice and must move out of the rental unit on the date set out in the notice.

The tenant acknowledges receipt of the notice and acknowledges she did not dispute this notice.

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, which is August 31, 2012. Therefore, I find the landlord is entitled to an order of possession.

The landlord has agreed to extend the effective date of the notice to September 30, 2012 at 1:00 p.m. As a result, I grant an order of possession effective on **September 30, 2012 at 1:00 p.m.**, 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.

As the landlord has been successful with their application, the landlord is entitled to a monetary order in the amount of \$50.00. The cost of filing their application. The landlord may deduct this amount from the security deposit in full satisfaction of the claim.

Conclusion

The tenant did not file to dispute the notice to end tenancy. 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 has agreed to extend the effective date of the notice.

The landlord is granted an order of possession. The landlord is granted a monetary order and may deduct that amount from the security deposit in full satisfaction of this 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: September 17, 2012.

Residential Tenancy Branch