



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 an order to recover the cost of filing the application from the tenant.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on February 13, 2015, the tenant did not appear. A Canada post tracking number was provided as evidence. I find that the tenant has been duly served in accordance with the Act.

The landlord appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

Issues to be Decided

Is the landlord entitled to an order of possession for cause?
Is the landlord entitled to recover the cost of the filing fee?

Background and Evidence

Based on the testimony of the landlord, I find that the tenant was served with a 1 Month Notice to End Tenancy for Cause (the “Notice”), issued on January 31, 2015, by email, and later provided a copy by posting to the door.

Although email is not a method that is recognized by the Act, I find the tenant was sufficiently served with the Notice as they acknowledged it received by responding on January 31, 2015, to the email in which the Notice was sent. Filed in evidence is copy of the email thread.

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.

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 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.

I find that the landlord has established a total monetary claim of \$50.00 for the fee paid by the landlord for this application. I order that the landlord retain the \$50.00 from the security deposit in full satisfaction of the claim.

Conclusion

The tenant failed to dispute the Notice, issued on January 31, 2015. 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 an order 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: March 04, 2015

Residential Tenancy Branch

