



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ACT NOW PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, MNR, MNSD, MNDC, MND, 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, for a monetary order for unpaid rent, for a monetary order for damages to the unit, to keep all or part of the security deposit and an order to recover the cost of filing the application from the tenants.

The landlord's agent attended the hearing. As the tenants did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord's agent testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail sent on June 2, 2015, Canada post tracking numbers were provided as evidence of service.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenants have been duly served in accordance with the Act.

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

### Preliminary issue

At the outset of the hearing the landlord's agent stated that they are only proceeding with their application for an order of possession and to recover the filing fee. The agent

stated that they are withdrawing the balance of their claim. The balance of the landlord's claim is withdrawn the landlord has liberty to reapply.

### Issues to be Decided

Is the landlord entitled to an order of possession?

### Background and Evidence

Based on the testimony of the landlord's agent, I find that the tenants were served with a 1 Month Notice to End Tenancy for Cause (the "Notice"), issued on April 29, 2015, by posting to the door, which was witnessed. The agent stated the tenants were in the rental unit at the time and they receive the notice on the same date.

The Notice explains the tenants had ten days to dispute the Notice. The Notice further explains if the Notice is not disputed within the ten days that the tenants are 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 tenants did not apply to dispute the Notice and are 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.

I find that the landlord has established a total monetary claim of \$50.00 to recover the filing fee from the tenants for this application. I order that the landlord retain the amount of \$50.00 from the tenant's security deposit in full satisfaction of the claim.

### Conclusion

The tenants failed to dispute the Notice. The tenants are 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: July 19, 2015

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Residential Tenancy Branch

