



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VALLEY REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute codes OPC MNR MNSD FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession for cause pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenants did not attend this hearing, although I waited until 11:15 a.m. in order to enable the tenants to connect with this teleconference hearing scheduled for 11:00 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions.

The landlord testified that on August 11, 2016, a copy of the Application for Dispute Resolution and Notice of Hearing was sent to the tenants by registered mail. The landlord provided registered mail receipts and tracking numbers in support of service.

Based on the above evidence, I am satisfied that the tenants were deemed served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenant.

During the hearing, the landlord withdrew her claim for unpaid rent.

Issues

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

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The tenancy began on August 1, 2015 with a monthly rent of \$1600.00 payable on the 1st day of each month. The tenant paid a security deposit of \$800.00 and a pet deposit of \$800.00 at the start of the tenancy which the landlord continues to hold.

The landlord testified that on June 21, 2016 a copy of the 1 Month Notice to End Tenancy for Cause was sent to the tenants by registered mail. The landlord provided registered mail receipts and tracking numbers in support of service.

Analysis

I am satisfied that the tenants were deemed served with the 1 Month Notice to End Tenancy for Cause on June 26, 2016, five days after its mailing, pursuant to sections 88 & 90 of the Act.

Pursuant to section 47 of the Act, the tenant may make a dispute application within ten days of receiving the 1 Month Notice. If, as in the present case, the tenant does not make an application for dispute with ten days, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice, July 31, 2016.

Therefore, I find that the landlord is entitled to an Order of Possession pursuant to section 55 of the Act.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application for a total monetary award of \$100.00.

The landlord continues to hold a security deposit and pet deposit totalling \$1600.00. I allow the landlord to retain \$100.00 from the security deposit in full satisfaction of the monetary award pursuant to section 38 of the Act.

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 29, 2016

Residential Tenancy Branch

