



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Wingold Construction Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, MNR, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security deposit - Section 38;
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord's evidence that each Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenants did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Preliminary Matter

The Landlord's application did not set out any monetary amount being claimed. The Landlord states that the Tenants are still in the unit.

Rule 2.2 of the Residential Tenancy Branch Rules of Procedures provides that claims are limited to what is stated in the application. As no monetary amount was set out as being claimed I dismiss the claim for unpaid rent with leave to reapply. As a claim for retention of the security deposit may only be made after a tenancy ends I dismiss the claim for its return with leave to reapply.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on July 1, 2013. Rent of \$720.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$360.00 as a security deposit and \$360.00 as a pet deposit. On September 12, 2016 the Landlord served the Tenants with a one month notice to end the tenancy for cause (the "Notice"). The Tenants did not dispute the Notice and have not moved out of the unit.

Analysis

Section 47 of the Act provides that if a tenant does not dispute a one month notice to end tenancy for cause within 10 days receipt of such notice the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the undisputed evidence of the Landlord I find that the Landlord gave the Tenants the Notice and the Tenants did not dispute the Notice. As a result I find that the Landlord is entitled to an order of possession effective November 30, 2016.

As the Landlord has been successful with its claim for an order of possession I find that the Landlord is entitled to recovery of the **\$100.00** filing fee and I order the Landlord to deduct this amount from the security deposit.

Conclusion

**I grant** an Order of Possession to the Landlord effective 1:00 p.m. on November 30, 2016.

**I order** that the Landlord retain \$100.00 from 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: November 22, 2016

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Residential Tenancy Branch

