



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Wakeside Investments Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

OPC; FF

### **Introduction**

This is the Landlord's Application for Dispute Resolution seeking an Order of Possession for Cause and to recover the cost of the filing fee from the Tenant.

This Hearing was scheduled to be conducted by teleconference on March 16, 2017 at 9:00 a.m. The Landlord's agent BD signed into the teleconference, which remained open for 15 minutes, but the Tenant did not.

BD gave affirmed testimony at the Hearing. BD testified that the Notice of Hearing documents and copies of the Landlord's documentary evidence were mailed to the Tenant, via registered mail, on February 6, 2017. The Landlord provided a copy of the registered mail receipt and tracking number in evidence. BD testified that the Canada Post tracking system confirmed that the Tenant picked up and signed for the registered mail package on March 1, 2017.

Based on the oral testimony and documentary evidence provided, I am satisfied that the Tenant was duly served and the Hearing continued in her absence.

### **Issue(s) to be Decided**

Is the Landlord entitled to an Order of Possession pursuant to the provisions of Section 55 of the Act?

### **Background and Evidence**

The Landlord issued a One Month Notice to End Tenancy for Cause on December 30, 2016 (the "Notice"), a copy of which was provided in evidence.

The Landlord also provided a "proof of service" document. BD confirmed that the Notice was hand delivered to the Tenant on December 30, 2016.

There is no evidence that the Tenant disputed the Notice.

### **Analysis**

Based on BD's undisputed affirmed testimony, I find that the Tenant was served with the Notice on December 30, 2016. I find that the Notice complies with Section 52 of the Act with respect to form and content.

Page 2 of the Notice and Section 47 of the Act provide that a tenant has 10 days from receipt of a notice to end tenancy for cause to make an Application to dispute the Notice. In this case, the Tenant did not make an Application to dispute the Notice.

Therefore, pursuant to the provisions of Sections 47(5) and 55(4) of the Act, I find that the Tenant was conclusively presumed to have accepted that the tenancy ended on January 30, 2017. I find that the Landlord is entitled to an Order of Possession.

The Landlord has been successful in its Application and I find that it is entitled to recover the cost of the \$100.00 filing fee from the Tenant. BD confirmed that the Landlord is holding a security deposit which exceeds the cost of the filing fee. Pursuant to the provisions of Section 72 of the Act, the Landlord may deduct \$100.00 from the security deposit held for the Tenant. The remainder of the security deposit must be applied in accordance with the provisions of the Act.

### **Conclusion**

I hereby provide the Landlord with an Order of Possession effective **two days after service** of the Order upon the Tenant. This Order may be filed in the Supreme Court and enforced as an Order of that Court.

The Landlord may deduct **\$100.00** from the security deposit in recovery of the cost of the filing fee.

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 16, 2017

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Residential Tenancy Branch

