



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, 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; and
2. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. I accept the Landlord's evidence that the Tenant was served with the application for dispute resolution and notice of hearing (the “Materials”) in person on April 15, 2017. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

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 February 22, 2017. Rent of \$530.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$260.00 as a security deposit. On March 22, 2017 the Landlord served the Tenant with a one month notice to end tenancy for cause (the “Notice”). The Notice sets out one reason for ending the tenancy and an attached one page submission provides the details for the reason. The effective date of the Notice is April 20, 2017 automatically corrected to April 30, 2017. The Tenant has not disputed the Notice and is to move out of the unit on May 15, 2017 but the Landlord is uncertain that this will happen as the Tenant has

not been truthful with the Landlord in the past. The Tenant paid rent to May 15, 2017 in the amount of \$265.00.

Analysis

Section 47 of the Act provides that a tenant who receives a one month notice to end tenancy for cause has 10 days to dispute the notice. Section 55(2) of the Act provides that where a notice to end the tenancy has been given by the landlord, the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired, a landlord may request an order of possession. Given the undisputed evidence that the Tenant received the Notice, did not dispute the Notice and has not moved out of the unit I find that the Landlord is entitled to an order of possession. As the Landlord's application had merit 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 of \$260.00 plus zero interest in full satisfaction of the claim.

Conclusion

I grant an Order of Possession to the Landlord. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court. **I order** that the Landlord retain \$100.00 from the security **deposit** and interest of \$260.00 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: May 15, 2017

Residential Tenancy Branch