



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **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”) by registered mail on April 7, 2017 in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Tenant is deemed to have received the Materials on April 12, 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 January 1, 2017. Rent of \$575.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected a security deposit of \$287.50 and a key deposit of \$25.00. On February 4, 2017 the Landlord served the Tenant with a one month notice to end tenancy for cause (the “Notice”) by posting the Notice on the door of the unit. The effective date of the Notice is March 31, 2017. The Tenant has not disputed the Notice and has

not moved out of the unit. The Tenant paid full rent for May 2017 and the Landlord issued a receipt for "use and occupancy only">

### Analysis

Section 47 of the Act requires that upon receipt of a one month notice to end tenancy for cause the tenant has 10 days to dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant does not dispute the Notice, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the notice and must vacate the unit. Based on the undisputed evidence of the Landlord I find that the Landlord gave the Tenant the Notice and the Tenant did not dispute the Notice. As a result I find that the Landlord is entitled to an order of possession. As the Landlord has received full rent for May 2017 I make the order of possession effective 1:00 p.m. on May 31, 2017. As the Landlord's application has 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 in full satisfaction of the claim.

### Conclusion

**I grant** an Order of Possession effective 1:00 p.m. on May 31, 2017.

**I order** that the Landlord retain \$100.00 from the security deposit of \$287.50 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 10, 2017

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Residential Tenancy Branch