



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD & FF

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession for cause
- b. A monetary order in the sum of \$550 for damages
- c. An Order to retain the security deposit.
- d. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of the applicant and in the absence of the respondents although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

The Residential Tenancy Act permits a party to serve another by mailing, by registered mail to where the other party resides. The Policy Guidelines provides that a party cannot avoid service by refusing to pick up their registered mail. I find that the one month Notice to End Tenancy was served on the Tenants by mailing by registered mail to where the Tenants reside on March 14, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on the Tenants by mailing, by registered mail to where the Tenants reside on April 11, 2017 and that it was sufficiently served even though the Tenants failed to claim their registered mail package. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on March 1, 2016. The present rent is \$1200 per month payable on the first day of each month. The tenant paid a security deposit of \$550 at the start of the tenancy. The tenant(s) have remained in the rental unit.

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. The landlord served a one month Notice to End Tenancy on the Tenants by mailing, by registered mail to where the Tenants resides. The Tenant(s) have not made an application to set aside the Notice to End Tenancy and the time to do so has expired. In such situations the Residential Tenancy Act provides the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. The rent has been paid for May. Accordingly, I granted the landlord an Order for Possession effective May 31, 2017.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Analysis - Monetary Order, Cost of Filing Fee and Security Deposit

The landlord claimed \$550 for damages to the rental unit. However, she failed to present sufficient proof to establish this claim. I dismissed the claim for a monetary order with liberty to re-apply.

The landlord has been successful in her application for an Order of Possession . I ordered that the Tenants pay to the landlord the sum of \$100 for the cost of the filing fee such sum may be deducted from the security deposit.

This decision is final and binding on both parties.

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 16, 2017

Residential Tenancy Branch