



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPL, 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.

I accept the Landlord’s evidence that on October 11, 2017 the 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 Tenant did not participate in the conference call hearing. 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 October 16, 2017.

### 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, under a written tenancy agreement, started on September 1, 2015. 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. On July 13, 2017 the Landlord served the Tenant with a two month notice to end tenancy for landlord’s use (the “Notice”). The Notice carries an effective or move out date of October 1, 2017. The Tenant did not dispute the Notice and has not moved out of the unit.

Analysis

Section 49 of the Act provides that a tenant who receives a two month notice to end tenancy for cause has 15 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 \$360.00 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 \$360.00 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: December 18, 2017

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Residential Tenancy Branch