



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, FF

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

- a. An Order for Possession
- b. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of a representative of the applicant and in the absence of the respondent 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 tenant did not attend this hearing, although I left the teleconference hearing connection open for 10 minutes after the scheduled start time in order to enable the tenant to call into this teleconference hearing scheduled for 9:00 a.m. on April 17, 2018. The Tenant failed to appear. The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing.

I find that the one month Notice to End Tenancy was served on the Tenant by posting on March 6, 2018. The Residential Tenancy Act permits a party to serve another by mailing, by registered mail to where the respondent resides. It is deemed received 5 days after mailing. I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was served on the Tenant by mailing, by registered mail to where the Tenant resides on April 3, 2018. The representative of the landlord testified he does not know whether the tenants picked up the materials. 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 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 September 19, 2012. The rent is \$375 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$187.50 at the start of the tenancy.

The rent for April 2018 has been paid and it was accepted by the landlord “for use and occupation only.”

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 Tenant on March 6, 2018. The Notice to End Tenancy is in the correct government form.

Section 47(4) and (5) of the Act provides as follows:

**Landlord's notice: cause**

**47** (4) A tenant may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice.

(5) If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (4), the tenant

(a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and

(b) must vacate the rental unit by that date.

The Tenant has 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 end of tenancy date set out in the Notice to End Tenancy is April 30, 2018.

Accordingly, I granted the landlord an Order for Possession effective April 30, 2018. As the landlord was successful I ordered that the Tenant pay to the Landlord the sum of \$100 for the cost of the filing fee such sum may be deducted from the security deposit.

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.

**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: April 17, 2018

---

Residential Tenancy Branch