



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC & FFL

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

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

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 10 minutes in order to enable the tenant to call into this teleconference hearing scheduled for 9:00 a.m. on April 18,, 2018. A representative of the landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony and, to make submissions. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing.

On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the one month Notice to End Tenancy was served on the Tenant on August 3, 2017. The Residential Tenancy Act permits a party to serve another by mailing, by registered mail to where the respondent resides. The Policy Guideline provide that a party cannot avoid service by failing to pick up their registered mail. I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was served on the respondent by mailing, by registered mail to where they reside on March 29, 2018 and that it was sufficiently served even though the respondent failed to claim the registered mail package addressed to her.

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 one year fixed term written tenancy agreement that provided that the tenancy would start on October 22, 2017 and end on October 31, 2018. The rent is \$1500 per month payable on the first day of each month. The tenant paid a security deposit of \$750 at the start of the tenancy. The tenant(s) continues to reside 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 Tenant on The Tenant(s) on March 7, 2018.I 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. Accordingly, I granted the landlord an Order for Possession effective April 30, 2018 as that is the end of tenancy date set out in the Notice to End Tenancy.

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.

As the landlord has been successful with this application I ordered that the Tenant pay to the landlord the cost of the filing fee in the sum of \$100 such sum may be deducted from the security deposit.

Conclusion:

I granted an Order of Possession effective April 30, 2018. In addition I ordered that the Tenant(s) pay to the Landlord(s) 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: April 18, 2018

Residential Tenancy Branch