



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding H.W. ROOMS INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession and to recover the filing fee from the tenant.

Although served with the Application for Dispute Resolution and Notice of Hearing, in person, on March 21, 2018 the tenant did not appear. I find that the tenant has been duly served in accordance with the Act.

The landlord's agent appeared, gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

### Issue to be Decided

Is the landlord entitled to an order of possession for unpaid rent?

### Background and Evidence

Based on the testimony of the landlord's agent, I find that the tenant was served with a notice to end tenancy for non-payment of rent on March 2, 2018, by placing in the tenant's mailbox. The notice informed the tenant that the notice would be cancelled if the rent was paid within five days. The notice also explains the tenant had five days to dispute the notice.

The agent testified that although the tenant's rent is current they did not pay the outstanding rent within five (5) days as required by the Act. The landlord seeks an order of possession.

### Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

The tenant had not paid the outstanding rent within five (5) days and did not apply to dispute the notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

As the landlord was successful with their application, I find the landlord is entitled to recover the filing fee from the tenant. Therefore, I authorize the landlord to retain the amount of \$100.00 from the tenant's security deposit in full satisfaction of this award.

### Conclusion

The tenant failed to pay rent within five (5) days and did not file to dispute the notice to end tenancy. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlord is granted an order of possession, and may keep the above amount from the tenant's security deposit to recover the cost of the filing fee.

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: June 05, 2018

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Residential Tenancy Branch