



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPU, FFL

### 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.

The Tenant did not attend the hearing. I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution, notice of hearing and evidence (the “Materials”) by registered mail on July 11, 2010 in accordance with Section 89 of the Act. 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 July 16, 2020. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### 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 written agreement started on May 1, 2019. Rent of \$850.00 is payable on the first day of each month. At the outset of the tenancy the Landlord

collected \$425.00 as a security deposit. The Tenant owed rental arrears and on March 10, 2020 the Landlord served the Tenant with a 10-day notice to end tenancy for unpaid rent (the "Notice") by mailing the Notice to the Tenant on March 10, 2020. The Notice sets out unpaid rent of \$3,425.00 and unpaid utilities of \$470.00. The Tenant has not paid the rents, has not disputed the Notice, and has not moved out of the unit.

### Analysis

Section 46 of the Act requires that upon receipt of a 10 notice to end tenancy for unpaid rent the tenant must, within five days, either pay the full amount of the arrears indicated on the notice or dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. Based on the undisputed facts that the Landlord gave the Tenant the Notice and that the Tenant did not dispute the Notice or pay the arrears I find that the Tenant is conclusively presumed to have accepted the end of the tenancy and must move out of the unit. Based on the undisputed facts that the Tenant has not moved out of the unit I find that the Landlord is entitled to an order of possession.

As the Landlord's claim for an order of possession has been successful, I find that the Landlord is entitled to recovery of the \$100.00 filing fee and the Landlord may deduct this amount from the security deposit of \$425.00 plus zero interest in full satisfaction of this 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 \$425.00 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 Act.

Dated: August 17, 2020

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Residential Tenancy Branch