



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bacchananian Enterprises Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPC, FF

Introduction

This hearing was scheduled in response to the landlord's application for an order of possession for cause / and recovery of the filing fee. The landlord's agent (the "landlord") attended and gave affirmed testimony. The tenant did not appear.

The landlord's application for dispute resolution was filed on January 05, 2015. The landlord testified that the application for dispute resolution and notice of hearing (the "hearing package") were served by way of registered mail. Evidence submitted by the landlord includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the item was "successfully delivered" on January 13, 2015. Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the hearing package was served on the tenant in accordance with section 89 of the Act.

Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the fixed term of tenancy is from May 01, 2014 to April 30, 2015. Monthly rent of \$1,200.00 is due and payable in advance on the first day of each month. A security deposit of \$600.00 and a pet damage deposit of \$300.00 were collected.

Pursuant to section 47 of the Act which addresses **Landlord's notice: cause**, the landlord issued a 1 month notice to end tenancy dated November 21, 2014. The notice was served by way of registered mail on that same date. Evidence submitted by the

landlord includes the Canada Post tracking number for the registered mail. The Canada Post website informs that the item was “successfully delivered” on November 24, 2014.

A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is December 31, 2014. Reasons identified on the notice in support of its issuance are as follows:

Tenant or a person permitted on the property by the tenant has:

- seriously jeopardized the health or safety or lawful right of another occupant or the landlord
- put the landlord's property at significant risk

There is no evidence before me that the tenant filed an application to dispute the notice, and the landlord testified to his understanding which is that the tenant and perhaps others still continue to occupy the unit.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenant was served with a 1 month notice to end tenancy for cause dated November 21, 2014. I find that the notice was received by the tenant on November 24, 2014. Pursuant to section 47(4) of the Act the tenant had 10 days to dispute the notice after receiving it. However, the tenant did not dispute the notice and it is understood that he and perhaps others still continue to occupy the unit. Following from all of the foregoing, I find that the landlord has established entitlement to an **order of possession**.

As the landlord has succeeded with this application, I find that the landlord has also established entitlement to recovery of the **\$50.00** filing fee. Pursuant to section 72 of the Act I order that the landlord retain that amount from the security deposit at the end of tenancy.

Pursuant to section 38 of the Act which addresses **Return of security deposit and pet damage deposit**, the parties are encouraged to resolve between them the disposition of the balance of the security deposit and the pet damage deposit when tenancy ends.

Conclusion

Pursuant to section 55 of the Act, I hereby issue an **order of possession** in favour of the landlord effective **two (2) days** after service on the tenant. This order must be served on the tenant. 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.

Pursuant to section 72 of the Act, I order that the landlord retain **\$50.00** from the security deposit when tenancy ends in order to recover 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: January 26, 2015

Residential Tenancy Branch

