



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC FF

Introduction

This hearing dealt with a landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") to obtain an order of possession for cause, and to recover the cost of the filing fee.

The landlord appeared at the teleconference hearing and gave affirmed testimony. During the hearing the landlord was given the opportunity to provide his evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing"), Application for Dispute Resolution (the "Application") and documentary evidence were considered. The landlord testified the Notice of Hearing, Application and documentary evidence were served on the tenant by personal service at the rental unit on June 12, 2015 between 2:30 p.m. and 3:30 p.m. The landlord stated that the tenant accepted the package from him. Based on the undisputed testimony of the landlord, I accept that the tenant was served on June 12, 2015.

Issues to be Decided

- Is the landlord entitled to an order of possession for cause under the *Act*?
- Is the landlord entitled to the recovery of the cost of the filing fee under the *Act*?

Background and Evidence

The landlord submitted a copy of the tenancy agreement in evidence. A fixed term tenancy began on October 1, 2013 and reverted to a month to month tenancy after June 30, 2014. Rent is due on the first day of each month in the amount of \$825. The tenant

paid \$412.50 as a security deposit at the start of the tenancy, which the landlord continues to hold.

The landlord testified that he served a 1 Month Notice to End Tenancy For Cause (the "1 Month Notice") dated May 12, 2015, in three ways; the first by personal service on May 13, 2015 at the rental unit, the second by posting to the tenant's door on May 12, 2015 and the third by registered mail on May 13, 2015, which according to the Canada Post registered mail tracking website, was received and signed for by the tenant on May 15, 2015. The effective vacancy date listed on the 1 Month Notice was June 30, 2015, which has passed. The tenant did not dispute the 1 Month Notice and continues to occupy the rental unit.

Analysis

Based on the documentary evidence and the landlord's undisputed oral testimony provided during the hearing, and on the balance of probabilities, I find the following.

Order of possession - I accept the evidence before me that the tenant was served with the 1 Month Notice at the very least by registered mail as of May 15, 2015, when the tenant signed for the registered mail package. I also accept that the tenant did not dispute the 1 Month Notice. Therefore, **I find** the tenant is conclusively presumed pursuant to section 47 of the *Act*, to have accepted that the tenancy ended on the effective vacancy date of the 1 Month Notice, June 30, 2015. Accordingly, **I grant** the landlord an order of possession **effective two (2) days** after service on the tenant.

The landlord is holding a security deposit of \$412.50 which was paid by the tenant at the start of the tenancy. As the landlord's claim had merit, **I grant** the landlord the recovery of the **\$50** filing fee. **I ORDER** the landlord to retain \$50 from the tenant's security deposit, in full satisfaction of the recovery of the landlord's filing fee, leaving the tenant's security deposit balance in the amount of \$362.50.

Conclusion

The landlord's application is successful.

The landlord has been granted an order of possession effective two (2) days after service on the tenants. This order must be served on the tenants and may be enforced in the Supreme Court of British Columbia.

The landlord has been granted the recovery of the \$50 filing fee. The landlord has been ordered to retain \$50 from the tenant's security deposit, in full satisfaction of the recovery of the landlord's filing fee, leaving the tenant's security deposit balance in the amount of \$362.50.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: July 27, 2015

Residential Tenancy Branch

