



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1015 Ventures Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and recovery of the filing fee paid to bring their application. Despite having been served with the notice of hearing and application for dispute resolution sent via registered letter on December 24, 2015, the tenant did not participate in the conference call hearing. As I found the tenant had been properly served with these documents, the hearing proceeded in his absence.

Issue to be Decided

Is the landlord entitled to an order of possession as claimed?

Background and Evidence

The landlord's undisputed testimony is as follows. On November 12, 2015, the landlord served on the tenant a 1 month notice to end tenancy for cause (the "Notice"). The landlord served the Notice by posting it to the door of the rental unit.

Analysis

I accept the landlord's undisputed testimony and I find that the landlord served the Notice on the tenant by posting it to the door of the rental unit in November 12, 2015. Section 90 of the *Residential Tenancy Act* provides that documents served by posting are deemed received 3 days after having been posted. In the absence of evidence to the contrary, I find that the tenant received the Notice on November 15, 2015. The tenant did not dispute the Notice within 10 days and therefore, pursuant to section 47(5) of the Act, is conclusively presumed 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 and I grant them that order. This order must be served on the tenant and should he fail

to comply with it, the order may be filed in the Supreme Court and enforced as an order of that Court.

As the landlord has been successful in their application, I find they should recover the \$50.00 filing fee. I order the landlord to retain \$50.00 from the \$187.50 security deposit. The \$137.50 balance of the security deposit should be dealt with at the end of the tenancy in accordance with the provisions of the Act.

Conclusion

The landlord is granted an order of possession and will retain \$50.00 from the security deposit to compensate them for the filing fee paid to bring this application.

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: February 09, 2016

Residential Tenancy Branch

