



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Vancouver Native Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FF

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 for the recovery of the filing fee - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. 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?

Background and Evidence

The tenancy began on October 1, 2015. Rent of \$340.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit of \$412.50. On May 27, 2016, the Landlord served the Tenant with a 1 Month Notice to End Tenancy for Cause (the “Notice”) by posting the Notice on the door. The Notice has an effective date of July 1, 2016.

The Tenant has not filed an application to dispute the Notice and has not moved out of the unit. The Tenant paid rent for July 2016.

Analysis

Section 55 of the Act provides that a landlord may request an order of possession of a rental unit by making an application for dispute resolution where a notice to end the tenancy has been given by the landlord, the tenant has not disputed the Notice by making an application for dispute resolution and the time for making that application has expired.

Based on the Landlord's evidence I find that the Tenant was served with the Notice and I find the Notice to be effective. The Tenant has not filed an application to dispute the notice and has not moved out of the unit. Given these facts and as the Tenant has paid July 2016 rent, I find that the Landlord is entitled to an **Order of Possession effective 1:00 p.m. July 31, 2016.**

As the Landlord's claim for an order of possession had merit I find that the Landlord is entitled to recovery of the filing fee and I order the Landlord to deduct the **\$100.00** from the Tenant's security deposit in full satisfaction of the claim.

Conclusion

I grant an Order of Possession effective 1:00 p.m. July 31, 2016 to the Landlord.

I order the Landlord to deduct the \$100.00 from the Tenant's security deposit 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 *Residential Tenancy Act*.

Dated: July 19, 2016

Residential Tenancy Branch