

DECISION

Dispute Codes: OPR, MNR, FF

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The registered mail was sent May 27, 2010 and the tenant is deemed to have received it 5 days after it is mailed. The landlord provided a tracking number for the registered mail and testified that it had not been accepted or retrieved at the post office. I note that failure or neglect to accept or pick up registered mail does is not a ground for Review under the Act. I find that the Tenant has been served in accordance with the Act.

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on November 04, 2008. Rent in the amount of \$2500 is payable in advance on the first day of each month. The landlord did not collect a security deposit from the tenant. The tenant failed to pay rent in the month(s) of May 2009 to May 2010 and on May 13, 2010 the landlord served the tenant with a notice to end tenancy for non-payment of rent by registered mail for which the landlord provided a tracking number for the registered mail and testified that it had not been accepted or retrieved at the post office. The tenant further failed to pay rent in the month of June and July 2010.

The landlord testified that the aggregate amount owed by the tenant is over \$37,000. However, the quantum of the landlord's monetary claim is for the maximum amount which may be determined by a Dispute Resolution Officer, of **\$25,000**, inclusive. The landlord also seeks an immediate **Order of Possession**.

Analysis

Based on the landlord's testimony I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and has not applied for Dispute Resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts I find that the landlord is entitled to an **Order of Possession**.

I also find that the landlord has established a monetary claim for **\$25,000** in unpaid rent. The landlord's application to recover the \$50 filing fee is moot. The landlord's total entitlement is **\$25,000**.

Conclusion

I grant an Order of Possession to the landlord **effective 2 days from the day it is served on the tenant**. 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 grant the landlord an Order under Section 67 of the Act for the amount of **\$25,000**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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*.
