



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") for an order of possession for the rental unit due to unpaid rent, a monetary order for unpaid rent and for recovery of the filing fee.

The landlord appeared; the tenants did not appear.

The landlord gave evidence that he served each tenant with the Application for Dispute Resolution and Notice of Hearing by registered mail February 14, 2013. The landlord supplied receipt and customer receipt, along with the tracking numbers of the registered mail.

I find the tenants were served notice of this hearing in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the tenants' absence.

The landlord was provided the opportunity to present his evidence orally and to refer to relevant documentary evidence submitted prior to the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for the rental unit due to unpaid rent, a monetary order and to recover the filing fee?

Background and Evidence

The landlord gave evidence that this tenancy began on November 1, 2012, monthly rent is \$750.00, and a security deposit of \$375.00 was paid by the tenants at the beginning of the tenancy.

The landlord gave evidence that on February 4, 2013, the tenants were served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), by posting it on the tenants' door, listing unpaid rent of \$750.00 due as of February 1, 2013. The effective vacancy date listed on the Notice was February 14, 2013.

Section 90 of the Act states that documents served by posting on the door are deemed delivered three days later. Thus the tenants were deemed to have received the Notice on February 7, 2013, and the effective move out date is automatically changed to February 17, 2013, pursuant to section 53 of the Act.

The Notice informed the tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explained the tenants had five days to dispute the Notice.

The landlord stated that the tenants have not made any rent payments since issuance of the Notice and as of the date of the hearing, the tenants owed \$1500.00 in unpaid rent.

I have no evidence before me that the tenants applied to dispute the Notice.

Analysis

Based on the oral and written evidence and on a balance of probabilities, I find as follows:

I find the tenants were served a 10 Day Notice to End Tenancy for Unpaid Rent, did not pay the outstanding rent or apply to dispute the Notice within five days of service and are therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I therefore find that the landlord is entitled to an order of possession for the rental unit effective two days after service of the order upon the tenants.

I allow the landlord's claim for unpaid rent for March 2013, and find that the landlord has established a total monetary claim of \$1550.00 comprised of outstanding unpaid rent of \$1500.00 through March, 2013, and the \$50.00 filing fee paid by the landlord for this application.

The landlord in the hearing also asked to be compensated for his time in waiting at the Residential Tenancy Branch ("RTB"), for postage costs, and for fuel costs to the RTB.

I inform the landlord that I do not have authority to award an applicant for costs associated with preparing paperwork, dispute resolution, fuel, or postage costs as these are not costs enumerated as recoverable under the Act. I therefore dismiss his verbal request for such expenses.

Conclusion

I grant the landlord a final, legally binding order of possession for the rental unit, which is enclosed with the landlord's Decision. Should the tenants fail to vacate the rental unit pursuant to the terms of the order, this order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court. Costs of such enforcement may be recoverable from the tenants.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the amount of \$1550.00, which I have enclosed with the landlord's Decision.

Should the tenants fail to pay the landlord this amount without delay, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. Costs of such enforcement may be recoverable from the tenants.

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* and is being mailed to both the applicant and the respondents.

Dated: March 07, 2013

Residential Tenancy Branch