



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes OPC, FF

Introduction

A hearing was conducted by conference call in the presence of a representative of the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

The Residential Tenancy Act permits a party to serve another by mailing, by registered mail to where the other party resides. I find that the Notice to End Tenancy was sufficiently served on the Tenant by mailing, by registered mail to where the Tenant resides on May 16, 2013. The representative of the landlord testified the packaged containing the one month Notice to End Tenancy was returned to her. The Supreme Court of British Columbia has held that a party cannot avoid service by refusing to pick up their registered mail. Further, the representative testified that he gave an extra copy of the one month Notice to End Tenancy to the tenant on May 31, 2013. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the Tenant by mailing, by registered mail to where the tenant resides on June 4, 2013. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on January 15, 2008. The present rent is \$625.80 per month payable on the first day of each month. The tenant paid a security deposit of \$50 at the start of the tenancy. The tenant has paid the rent for June and remains in the rental unit.

Analysis

I determined the landlord was entitled to an Order for Possession. The landlord served the Tenant with a one month Notice to End Tenancy. The Tenant(s) have not made an application to set aside the Notice to End Tenancy and the time to do so has expired. In such situations the Residential Tenancy Act provides the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. Accordingly, I granted the landlord an Order for Possession effective June 30, 2013. I further ordered that the Tenant paid to the Landlord the sum of \$50 such sum may be deducted from the security deposit.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Conclusion

In summary I granted the landlord an Order for Possession effective June 30, 2013 and I ordered that the Tenant pay the Landlord the sum of \$50 such sum may be deducted from the security deposit.

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: June 20, 2013

Residential Tenancy Branch