



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenant did not participate in the conference call hearing. The landlord testified that on May 29 she attempted to personally serve the tenant with the application for dispute resolution and notice of hearing (the “Hearing Documents”) but the tenant refused to accept the documents. The landlord testified that she then sent the Hearing Documents via registered mail to the rental unit where the tenant still resides.

The tenant cannot evade service by refusing to accept personally delivered paperwork or by refusing to accept registered mail. I found that the tenant was served in accordance with the Act and the hearing proceeded in her absence.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order for unpaid rent and loss of income?

Background and Evidence

The landlord’s undisputed testimony is as follows. The tenancy began on or about July 2012 at which time the tenant paid a \$325.00 security deposit. Rent in the amount of \$650.00 is payable in advance on the first day of each month. The tenant failed to pay rent in the month of May and on May 6 the landlord personally served the tenant with a notice to end tenancy. The tenant made a partial payment of \$300.00 for May’s rent, but failed to pay any rent whatsoever for the month of June.

Analysis

I accept the landlord's undisputed testimony and I find that the tenant did not pay rent for the month of May and on May 6 was personally served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and did not apply 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. The tenant must be served with the 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.

As for the monetary order, I find that the landlord is entitled to recover the unpaid rent for the months of May and June as well as the \$50.00 filing fee paid to bring this application for a total entitlement of \$1,050.00. I order that the landlord retain the \$325.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$725.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted an order of possession and a monetary order for \$725.00. The landlord will retain 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 24, 2013

Residential Tenancy Branch