



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, OPR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an order of possession based on unpaid rent, a monetary order for unpaid rent and to recover the filing fee for the Application.

The Landlord and an Occupant of the rental unit appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. The participants provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

The Landlord testified and provided evidence that the Tenants were served with the Notice of Hearing and Application by registered mail sent on July 11, 2013, to an address provided by the Tenants. The Tenants are deemed served with those documents five days after mailing. Furthermore, the Landlord provided testimony and evidence that these documents were also served by posting on the door of the rental unit on July 10, 2013, and the Landlord witnessed one of the occupant at the rental unit take the documents from the door. I find the Tenants have been duly served under the Act.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Issue(s) to be Decided

Have the Tenants breached the Act or tenancy agreement, entitling the Landlord to an order of possession and monetary relief?

Background and Evidence

Based on the testimony and evidence of the Landlord, I find that the Tenants were served with a 10 day Notice to End Tenancy for non-payment of \$2,000.00 in rent and non-payment of \$354.50 in utilities on June 25, 2013, by posting it to the door (the "Notice"). The rent was for May and June of 2013.

The Landlord provided testimony and evidence that the Notice was also sent by registered mail to the Tenants on June 25, 2013.

I find the Tenants have been duly served with the Notice.

The Notice informed the Tenants that the Notice would be cancelled if the rent and utilities were paid within five days. The Notice also explains the Tenants had five days to dispute the Notice by filing an Application for Dispute Resolution.

The Landlord testified the rent had also not been paid for July 2013.

The Occupant appeared at the hearing and testified that he was living in the rental unit, and there are other occupants living there as well. The Occupant testified he invested in the Tenants' company and works for the Tenants and they allowed him and the other occupants to reside in the rental unit. The Occupant explained that he thought the Tenants had been paying the rent. He acknowledged the rent had been late before; however, the Tenants had always paid the rent up to now.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I find the Tenants have not paid the outstanding rent or utilities and did not apply to dispute the Notice 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 find that the Landlord is entitled to an order of possession effective **two days** after service on the Tenants. This means that the Tenants and any occupants or other people in the rental unit must vacate the rental unit two days after being served with the order of possession. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the Landlord has established a total monetary claim of **\$3,404.50** comprised of \$3,000.00 in rent for May, June and July of 2013, \$354.50 in unpaid utilities, and the \$50.00 fee paid by the Landlord for this application.

I grant the Landlord an order under section 67 for the total due of \$3,404.50.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

Conclusion

The Tenants failed to pay rent and utilities, and did not file to dispute the Notice to End Tenancy. The Tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the Notice to End Tenancy.

The Landlord is granted an order of possession and is granted a monetary order for the balance due.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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: August 01, 2013

Residential Tenancy Branch

