



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 an Application for Dispute Resolution by the Landlords for an order of possession based on unpaid rent, a monetary order for unpaid rent and to recover the filing fee for the Application.

Only the Landlords appeared at the hearing. They gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Landlords testified that the Tenant was served with the Notice of this Hearing and their Application by registered mail, sent on September 17, 2013. The Landlords testified they sent the mail to an address the Tenant provided. Under the Act registered mail is deemed served five days after mailing. Despite this, the Tenant did not appear at the hearing. I find the Tenant has been duly served in accordance with the Act. I also note that refusal or neglect to accept registered mail is not a ground for review under the Act.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlords to an order of possession and monetary relief?

Background and Evidence

The Landlords testified the tenancy started in September of 2012, with rent set at \$500.00 per month. They testified the Tenant has not paid any rent since then and the Landlords are claiming only for \$5,000.00 in rent, although they are owed more.

Based on the testimony and evidence of the Landlords, I find that the Tenant was served with a 10 day Notice to End Tenancy dated September 5, 2013, for non-payment of rent in the amount of \$5,000.00, by registered mail sent on September 5, 2013, (the "Notice").

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

Analysis

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

The Tenant has not paid the outstanding rent and did not apply to dispute the Notice and is therefore conclusively presumed under section 39(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

Under section 20 of the Act, the Tenant must not withhold rent, even if the Landlords are in breach of the tenancy agreement or the Act, unless the Tenant has some authority under the Act to not pay rent. In this situation the Tenant had no authority under the Act to not pay rent.

I find that the Landlords are entitled to an order of possession effective **two days** after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the Landlords have established a total monetary claim of \$5,050.00 comprised of \$5,000.00 in rent and the \$50.00 fee paid by the Landlords for this application.

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

Conclusion

The Tenant failed to pay rent 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 Landlords are granted an order of possession and a monetary order for the rent 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: October 28, 2013

Residential Tenancy Branch

