



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MND MNR FF

Introduction

This hearing dealt with an application by the landlord for an order of possession pursuant to a notice to end tenancy for unpaid rent, as well as a monetary order for unpaid rent and estimated repair costs. During the hearing the landlord agreed to withdraw the portion of his monetary claim regarding estimated repair costs. It is open to the landlord to reapply for this portion of his claim.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord submitted evidence that on October 29, 2013 he sent the tenant the application for dispute resolution and notice of hearing by registered mail. The mail was addressed to the tenant at "General Delivery" in the small community where the rental unit is located, and where the landlord also resides. The landlord stated that he received a notice that the package had been returned. The Canada Post website indicated that the package was being returned because "item refused by recipient." The landlord stated that when he picked up the returned package he spoke to the Post Mistress, who commented to the landlord that "you can't force somebody to take it." I determined I was satisfied that the tenant was merely attempting to avoid service, which is not allowable under the Act. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenant was deemed served with notice of the hearing on November 3, 2013, and I proceeded with the hearing in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?
Is the landlord entitled to a monetary order?

Background and Evidence

The tenancy began approximately two years ago. Rent in the amount of \$500 is payable in advance on the first day of each month. The tenant failed to pay rent in the months of September and October 2013 and on October 10, 2013 the landlord personally served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent in the months of November and December 2013.

Analysis

Based on the landlord's evidence I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant has not paid the outstanding rent and has not applied 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.

As for the monetary order, I find that the landlord has established a claim for \$2000 in unpaid rent.

As the landlord's application was successful, I find he is entitled to recovery of his filing fee, in the amount of \$50.

Conclusion

I grant the landlord an order of possession effective two days from service. 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.

I grant the landlord a monetary order under section 67 for the balance due of \$2050. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: December 10, 2013

Residential Tenancy Branch

