



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      opc, mnr, ff

### Introduction

The landlord has applied for dispute resolution of a dispute in the tenancy at the above noted address, and requests an Order of Possession and a Monetary Order for unpaid rent.

The tenant did not attend the hearing.

### Issues to Be Decided

- Is the Notice to End Tenancy served upon the tenant effective to end this tenancy, and entitle the landlord to an Order of Possession?
- Is there rent money due and payable by the tenant?

### Background and Evidence

This tenancy began in June, 2012. Rent is due on the 1<sup>st</sup> day of each month in the amount of \$500.00. A security deposit of \$250.00 was paid at the start of the tenancy.. The landlord served the tenant with a One Month Notice to End Tenancy on September 25, 2013 both personally and by posting it on the door. The tenant did not apply to dispute the Notice to End Tenancy. The tenant paid no rent for November or December, but has now moved out. The landlord filed an Application for Dispute Resolution, and the following day attempted to serve Notice of this hearing and a copy of the Application personally. The tenant refused to accept it, and it was then posted on the tenant's door. The landlord watched, and later saw the tenant remove it from the door and take it inside.

### Analysis

Accepting the landlord's testimony that the tenant removed the hearing package from the door on November 5, 2013, I order pursuant to section 71(2)(b) that these documents have been sufficiently served by the landlord upon the tenant. I further accept that the tenant was properly served with the Notice to End Tenancy on September 25, 2013.

In the absence of a dispute of the Notice, the tenant is conclusively presumed to have accepted the end of the tenancy agreement on the effective date of the Notice, by virtue of section 47(5)(a) of the Residential Tenancy Act. As the effective date of the Notice has passed, the landlord has established a right to possession.

Given that the tenant has overheld and refused to leave, the landlord is also entitled to recover his loss of rental income for November and December, in the amount of \$1,000.00. I also order that he may recover the \$50.00 filing fee from the tenant. The landlord is at liberty to file a further application for any damage to premises, found after the tenant has left.

Conclusion

Pursuant to Section 55(2)(b) of the Residential Tenancy Act, I issue an Order of Possession effective 48 hours following service upon the tenant. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court for enforcement.

The landlord is entitled to an award of \$1,000.00, representing the landlord's loss of rental income, together with recovery of the \$50.00 filing fee.

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 16, 2013

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Residential Tenancy Branch

