



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") for an order of possession for the rental unit due to unpaid rent and a monetary order for unpaid rent.

The landlord attended; the tenant did not attend the telephone conference call hearing.

The landlord submitted that he served the tenant with the Application for Dispute Resolution and Notice of Hearing by registered mail on July 25, 2014. The landlord submitted the tracking number for the registered mail at the hearing and stated that the tenant did not collect the mail, as it was returned to him, unclaimed.

Based upon the submissions of the landlord, I find the tenant was served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present his evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for the rental unit due to unpaid rent and monetary compensation for unpaid rent?

Background and Evidence

The landlord confirmed there was no written tenancy agreement, but submitted that this tenancy began on December 22, 2013, current monthly rent is \$950, and that the tenant did not pay a security deposit.

The landlord provided evidence that on July 12, 2014, the tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice"), by attaching it to the tenant's door, listing unpaid rent of \$4250 as of June 22, 2014. The effective vacancy date listed on the Notice was July 22, 2014.

Section 90 of the Act states that documents served by posting on the door are deemed delivered three days later. Thus the tenant was deemed to have received the Notice on July 15, 2013, and the effective move out date is automatically changed to July 25, 2013, pursuant to section 53 of the Act.

The Notice informed the tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explained that alternatively the tenant had five days to dispute the Notice by making an application for dispute resolution.

The landlord stated that the tenant has not made any further rent payments since the Notice was issued and as of the date of the hearing, the tenant owed \$7100 in unpaid rent.

I have no evidence before me that the tenant applied to dispute the Notice.

Analysis

Based on the landlord's undisputed evidence, I find the landlord submitted sufficient evidence to prove that the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, did not pay the outstanding rent or file an application for dispute resolution in dispute of the Notice within five days of service and is 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 therefore find that the landlord is entitled to an order of possession for the rental unit effective two days after service of the order upon the tenant.

I also allowed the landlord to amend his application to include a request for unpaid rent through the date of the hearing, and find that the landlord is entitled to a monetary

award of \$7150 comprised of outstanding rent of \$7100 through September 22, 2014, and the \$50 filing fee paid by the landlord for this application, which I have granted him pursuant to section 72(1) of the Act.

Conclusion

The landlord's application has been granted.

I grant the landlord a final, legally binding order of possession for the rental unit, which is enclosed with the landlord's Decision. Should the tenant fail to vacate the rental unit pursuant to the terms of the order after being served, the order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the amount of his monetary award of \$7150, which is enclosed with the landlord's Decision. Should the tenant fail to pay the landlord this amount without delay after being served the order, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

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: September 24, 2014

Residential Tenancy Branch

