



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            OPB, OPQ, FF

### Introduction

A hearing was conducted by conference call in the presence of a representative of the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the one month Notice to End Tenancy was sufficiently served on the tenant on August 12, 2014. The Residential Tenancy Act permits a party to serve another by mailing, by registered mail to where the other party resides. The Supreme Court of British Columbia has held that a party cannot avoid service by refusing to pick up their registered mail. I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the Tenant by mailing, by registered mail to where the tenant resides on August 28, 2014 even though the tenant failed to pick up the package and it was returned to the landlord. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issues to be decided are as follows:

- a.        Whether the landlord is entitled to an Order for Possession?
- b.        Whether the landlord is entitled to recover the cost of the filing fee?

### Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on August 1, 2013. The rent is subsidized and the tenant pays \$474 in advance on the first day of each month. The tenant paid a security deposit of \$374.50 at the start of the tenancy.

The Ministry has taken away custody of the tenant's child. As a result she no longer qualifies to live in the rental unit. The tenant failed to advise the landlord of her change in status and has breached a material term of the tenancy agreement. The tenant has not paid the rent for October.

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. The Tenant(s) have not made an application to set aside the Notice to End Tenancy and the time to do so has expired. In such situations the Residential Tenancy Act provides the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. Further, the landlord has sufficient grounds to end the tenancy. Finally the tenant has not paid the rent for October. **Accordingly, I granted the landlord an Order for Possession on 2 days notice. I further order that the tenant pay to the landlord the sum of \$50 being the cost of the filing fee such sum may be deducted from the security deposit.**

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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: October 21, 2014

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Residential Tenancy Branch

