



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0797804 B.C. Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MNDC, OPR, FF

### Introduction:

This was an application by the landlord for an Order for Possession, a Monetary Order pursuant to a Notice to End the tenancy for non-payment of rent dated September 29, 2014. Only the landlord's agent JY attended the application.

### Issues:

Is the landlord entitled to an Order for Possession and Monetary Order?

### Background and Evidence:

JY testified that the tenancy began on May 1, 2007 and that the current rent is \$ 345.00 due in advance on the first day of each month without any security deposit. JY testified that the Notice to End the tenancy dated September 27, 2014 was served by posting it to the unit door on that day. JY testified that she sent the dispute resolution package to the business address of the tenant DS which he provided as his mailing address by registered mail which DS signed for on November 4, 2014. JY testified that in a telephone conversation with the landlord on November 19, 2014, DS acknowledged receiving the dispute package. JY testified that the tenants have not paid any rent from July onwards. The landlord only claimed rent for July, August and September 2014 totalling \$1,035.00.

### Analysis:

Pursuant to section 64(2)(c) of the Act, review of the Canada Post web site and the evidence of the landlord I find that the dispute package has sufficiently been served on the tenant DS only on November 4, 2014 by registered mail and that DS and BJ were personally served with a Notice to End Tenancy for non-payment of rent on October 2, 2014 by posting it to their door on September 29, 2014. The tenants have not paid all the outstanding rent on time and have not applied for arbitration to dispute the Notice

and are 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 for possession effective two days after service on DS Only.

I find that the landlord has established a claim only against DS only for unpaid rent totalling \$ 1,035.00 for the month(s) of July through September 2014. The landlord is entitled to recover the \$ 50.00 filing fee for this application for a total claim of \$ 1,085.00. Pursuant to section 64(1) I Order that the landlord may serve the tenant DS with this Decision and Orders to the address she sent the Dispute Resolution Package to.

Conclusion:

I have granted the landlord an Order for Possession as against DS. This order may be filed in the Supreme Court and enforced as an Order of that Court. I grant the landlord an order under section 60 for the balance due of **\$ 1,085.00** as against DS. This order may be filed in the Small Claims Court and enforced as an order of that Court. I have dismissed all claims with leave as against the tenant BJ. This Decision and all Orders must be served as soon as possible.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: December 08, 2014

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Residential Tenancy Branch

