



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NEW CHELSEA SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

OPR, MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession, and for a monetary order for unpaid rent or utilities and to recover the filing fee from the tenant.

Although served with the Application for Dispute Resolution and Notice of Hearing, by registered mail, sent on February 12, 2016, the tenant did not appear. The landlord's agent stated the package was returned unclaimed.

Residential Tenancy Policy Guideline #17 states,

Where a document is served by registered mail, the refusal of the party to either accept or pick up the registered mail, does not override the deemed service provision. Where the registered mail is refused or deliberately not picked up, service continues to be deemed to have occurred on the fifth day after mailing.

I find that the tenant has been duly served in accordance with Section 90 of the Act.

The landlord's agent, gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Issues to be Decided

Is the landlord entitled to an order of possession for unpaid rent?

Is the landlord entitled to a monetary order?

Background and Evidence

Based on the testimony of the landlord's agent, I find that the tenant was served with a notice to end tenancy for non-payment of rent on January 7, 2016, by posting to the door, which was witnessed. The notice informed the tenant that the notice would be cancelled if the rent was paid within five days. The notice also explains the tenant had five days to dispute the notice.

The landlord's agent testified that the tenant did not pay the outstanding rent within 5 days and did not dispute the notice to end tenancy. The agent stated that on February 5, 2016, the tenant paid the amount of \$440.00 and the balance of unpaid rent on March 1, 2016.

The agent stated that the tenant was issued a receipt for use and occupancy. The landlord seeks an order of possession and a monetary order to recover the filing fee from the tenant. The landlord was agreeable to extend the effective vacancy date to March 31, 2016, as occupancy rent has been paid by the tenant for March 2016.

Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

The tenant did not pay the outstanding rent within 5 days and did not apply to dispute the notice 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 find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act. As the landlord has accepted occupancy rent for the month of March 2016, I find it appropriate to extend the effective vacancy date to **March 31, 2016 at 1:00pm**. A copy of this order must be served on the tenant. This order may be filed in the Supreme Court and enforced as an order of that court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant

I find that the landlord has established a total monetary claim of \$100.00 to recover the fee paid by the landlord for this application. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The landlord is granted an order of possession and a monetary order.

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: March 24, 2016

Residential Tenancy Branch