



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPC MNR FF

Introduction

This was the hearing of an application by the landlord for an Order of Possession pursuant to an undisputed 1 Month Notice to End. The landlord also sought a monetary order for unpaid rent and to recover the filing fee. The hearing was conducted by conference call.

The landlord testified that they served the tenant with the Notice of Hearing on June 04, 2016 by posting it to the tenant's door, but further sent it by registered mail on June 06, 2016, for which they provided proof of registered mail service. The landlord testified that they also provided the tenant with all of their document evidence. I find that the tenant was served with the application for dispute resolution and Notice of Hearing in accordance with Section 89 of the Act and in accordance with Section 90 of the Act is deemed to have received it no later than June 11, 2016. However, the tenant did not call into the conference call hearing and did not participate in the hearing.

The landlord testified that the tenant still resides in the rental unit.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to a Monetary Order?

Background and Evidence

On April 12, 2016 the tenant was served with a One month Notice to End Tenancy for Cause, by posting it to the tenant's door and by registered mail. The landlord provided

evidence the tenant received it April 18, 2016. The tenant has not / did not file an application to dispute the Notice to End Tenancy within the 10 days permitted to do so under the Act.

The landlord provided a copy of the Notice to End dated April 12, 2016 with an effective date of May 31, 2014, and I find the Notice is valid.

The landlord further provided 10 Day Notices for Unpaid Rent served on the tenant in the years 2014, 2015 and 2016. The landlord claims the tenant has failed to pay the \$257.00 monthly payable rent under the tenancy agreement for the months of April to July 2016.

Analysis

Section 47 of the Act provides that if a tenant does not apply to dispute a One Month Notice to End Tenancy for Cause within 10 days after receiving it, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice and **must** vacate the rental unit by that date. The Notice to End Tenancy required the tenant to vacate the rental unit by May 31, 2016.

As a result of the above, I find that the landlord is entitled to an **Order of Possession**. As the effective date of the Notice to End has passed, I find the landlord's Order of Possession will be effective 2 days after the day the tenant is served the Order.

I find that under the tenancy agreement the tenant was obligated to pay rent of \$257.00 per month but failed to do so since April 2016. I find the landlord is entitled to the resulting unpaid rent in the sum of \$1028.00 inclusive of July 2016 rent. The landlord is further entitled to recover the filing fee of \$100.00 for a sum award of **\$1128.00**.

Conclusion

I grant an Order of Possession to the landlord effective **2 days** from the day it is served on the tenant. The tenant must be served with this Order of Possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I grant the landlord a Monetary Order under Section 67 of the Act for the amount of **\$1128.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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: July 04, 2016

Residential Tenancy Branch