



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding OKANAGAN MÉTIS & ABORIGINAL HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

OPR, MNR

### **Introduction**

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution, notice of hearing and document evidence by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord provided proof for the registered mail sent on July 29, 2016.

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

### **Issue(s) to be Decided**

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

### **Background and Evidence**

The undisputed evidence is that the landlord acquired this tenancy as existing prior to a property transfer in June 2016. Rent in the amount of \$1000.00 is payable in advance on the first day of each month. The tenant failed to pay rent in the month of July 2016 and on July 12, 2016 the landlord's site manager served the tenant with a Notice to end tenancy for non-payment of rent by leaving the Notice to end with the tenant's adult son

whom is known to reside with the tenant. The landlord provided the Notice to End into evidence. The tenant failed to pay any rent since the Notice was given, including the payable rent for August and September 2016. The landlord's monetary claim is for the unpaid rent and for an Order of Possession.

### **Analysis**

Based on the landlord's undisputed evidence I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and has not applied for Dispute Resolution to dispute the notice and is 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 of Possession**.

I also find that the landlord has established a monetary claim for unpaid rent for July through to September 2016 in the sum of **\$3000.00**.

### **Conclusion**

**I grant an Order of Possession** to the landlord effective 2 days from the day the Order 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 an Order under Section 67 of the Act for the amount of **\$3000.00**. 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: September 19, 2016

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Residential Tenancy Branch

