



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlords for an order of possession, and for a monetary order for unpaid rent or utilities.

On November 15, 2016, the landlords filed their application for dispute resolution by direct request. The Adjudicator heard the matter on November 29, 2016 and adjournment the matter to a participatory hearing, which was scheduled to be heard on January 9, 2017.

The landlord on January 9, 2016, attended the hearing. As the tenants did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified they served the tenants in accordance with the interim decision made on November 29, 2016, by registered mail sent which was sent on December 15, 2016, Canada post tracking numbers were provided as evidence of service, the tenants did not appear.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the respondents have been duly served in accordance with the Act.

Preliminary issue

In this case, the landlord has provided a copy of the tenancy agreement only the tenant DB has signed the agreement. Therefore, I find it appropriate to remove RB and VB from the style of cause.

The landlord 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

Are the landlords entitled to an order of possession for unpaid rent?
Are the landlords entitled to a monetary order?

Background and Evidence

Based on the testimony of the landlord, I find that the tenant was served with a notice to end tenancy for non-payment of rent on November 4, 2016, by placing in the mail box of the tenant, which was witness and video recorder. 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 stated that the tenant did not pay any rent for November 2016 or dispute the notice.

Analysis

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

The tenant has not paid the outstanding rent 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 landlords are entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlords have established a total monetary claim of **\$1,200.00** comprised of unpaid rent, and the \$100.00 fee paid by the landlord for this application.

I order that the landlords retain the security deposit (\$550.00) and pet deposit (\$100.00) in partial satisfaction of the claim and I grant the landlords an order pursuant to section 67 of the Act, for the balance due of \$550.00. 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 tenant failed to pay rent and did not file to dispute the notice to end tenancy. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlords are granted an order of possession, and may keep the security deposit and interest in partial satisfaction of the claim. I grant a monetary order for the balance due.

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: January 09, 2017

Residential Tenancy Branch