



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MOODYVILLE HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR

Introduction

On January 18, 2017, the Landlord submitted an Application for Dispute Resolution for an order of possession and a monetary order for unpaid rent or utilities. The matter was set for a conference call hearing.

The Landlord's agent ("the Landlord") attended the teleconference hearing; however, the Tenant did not. The Landlord provided affirmed testimony that the Tenant was served with the Notice of Hearing on February 21, 2017. The Landlord testified that the Notice of Hearing was posted to the Tenant's door.

The Landlord testified that the Tenant has not been at the rental unit for approximately two months, the unit appears empty, the tenant has not paid rent for two months, and the Landlord believes the Tenant has abandoned the rental unit. The Landlord testified that the 10 Day Notice to End Tenancy that was posted to the Tenant's door on January 6, 2017, is still sitting on the door.

Section 24 of the Residential Tenancy Regulation states that a Landlord may consider that a Tenant has abandoned personal property if for a continuous period of one month, the Tenant has not ordinarily occupied the unit and has not paid rent. While section 90 of the Act deems service of a Notice of Hearing, three days after it is attached to a door, in the circumstances, based on the testimony that there has been no activity at the rental unit for two months, I find it is more likely than not that the Tenant has abandoned the unit. To adjourn and reschedule the hearing in these circumstances would add a significant delay to the Landlord's application to get legal possession of the unit.

The hearing proceeded and the Landlord was provided the opportunity to present her 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 due to unpaid rent?
- Is the Landlord entitled to a monetary order to recover unpaid rent?

Background and Evidence

The Landlord testified that the tenancy began approximately 18 years ago but was put in writing on September 1, 2015, after the Landlords purchased the property. Rent in the amount of \$427.00 is due on the first day of each month. The Tenant paid the Landlord a security deposit of \$175.00.

The Landlord testified that the Tenant did not pay the rent that was due under the tenancy agreement for the month January 2017.

The Landlord testified that the Tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated January 6, 2017, ("the Notice") on January 6, 2017. The Landlord testified that the Tenant was served with the Notice by posting it to the Tenant's door.

The Notice states that the Tenant has failed to pay rent in the amount of \$427.00 which was due on January 1, 2017. 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.

There is no evidence before me that that the Tenant made an application to dispute the Notice.

The Landlord testified that the Tenant did not pay the rent within 5 days of receiving the Notice, and has not paid any rent since the Notice was posted.

The Landlord seeks an order of possession and a monetary order for unpaid rent in the amount of \$427.00.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the Tenant has not paid the outstanding rent within five days of receiving the Notice, 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, 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. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

I find that the Tenant owes the Landlord \$427.00 for unpaid rent.

I grant the Landlord a monetary order in the amount of \$427.00. This monetary 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 the rent and did not file to dispute the Notice. The Tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the Notice.

The Landlord is granted an order of possession effective 2 days after service on the Tenant and I grant a monetary order for the unpaid rent in the amount of \$427.00.

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: February 23, 2017

Residential Tenancy Branch