



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes OPRM-DR, FFL

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession for non-payment of rent
- b. A monetary order for unpaid rent
- c. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of the applicant and in the absence of the respondent although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

The Residential Tenancy Act permits a party to serve another by mailing, by registered mail to where the other party resides. The Policy Guidelines provide that a party cannot avoid service by refusing to pick up their registered mail package. I find that the 10 day Notice to End Tenancy was served on the Tenant by mailing, by registered mail to where the Tenant resides on October 19, 2017 and that it was sufficiently served even though the tenant failed to pick up the package. Further I find that the Application for Direct Request and the Notice of Reconvened Hearing and Interim Decision was sufficiently served by mailing, by registered mail to where the Tenant resides.

I ordered the Application for Dispute Resolution be amended to include a claim for non-payment of rent for September, October, November and December 2017 in the sum of \$1425 per month. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided:

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

### Background and Evidence:

The parties entered into a written tenancy agreement that provided that the tenancy would start on October 1, 2015. The present rent is \$1425 per month payable on the first day of each month. The tenant paid a security deposit of \$700 at the start of the tenancy.

The tenant(s) failed to pay the rent for the months of September 2017 (\$1425 is owed), October 2017 (\$1425 is owed), November (\$1425 is owed) and December (\$1425 is owed) and the sum of \$5700 remains owing.

The landlord testified that it appears the Tenant has abandoned the rental unit although she has left her belongings. .

Landlord's Application - Order of Possession:

I determined the landlord was entitled to an Order for Possession. There is outstanding rent. The Tenant(s) have not made an application to set aside the Notice to End Tenancy and the time to do so has expired. In such situations the Residential Tenancy Act provides the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit by that date. Accordingly, I granted the landlord an Order for Possession on 2 days notice.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the month(s) of September 2017 (\$1425 is owed), October 2017 (\$1425 is owed), November (\$1425 is owed) and December (\$1425 is owed) and the sum of \$5700 remains owing. I granted the landlord a monetary order in the sum of \$5700 plus \$100 for the cost of the filing fee for a total of \$5800. .

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

**This decision is final and binding on the 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: January 09, 2018

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Residential Tenancy Branch