



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB, MNR

Introduction

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

The landlord 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 the Application for Dispute Resolution and Notice of Hearing were served, by registered mail sent on November 6, 2017, Canada post tracking numbers were provided as evidence of service. The landlord stated the packages were returned unclaimed.

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 tenants have been duly served in accordance with the Act. Refusal or neglect to pick up the packages from Canada Post does not override the deemed service provisions under the Act.

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.

At the outset of the hearing the landlord stated that they tenants have paid rent and they are not seeking a monetary order.

Issue to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

The landlord testified that the parties entered in to a fixed term tenancy that began on May 1, 2017 and was to end on October 30, 2017. The landlord stated that the term of the tenancy was that the tenancy would end at that time and the tenants must move-out. The landlord seeks an order of possession for breach of a tenancy agreement. Filed in evidence is a copy of the tenancy agreement, which supports the tenants were required to move out on October 30, 2017.

Analysis

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

I find the tenants breached the tenancy agreement when they failed to vacate on October 30, 2017. 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 tenants. The tenancy agreement supports that the tenancy ended on October 30, 2017. This order may be filed in the Supreme Court and enforced as an order of that Court. The **tenants are cautioned** that costs of such enforcement are recoverable from the tenants.

Conclusion

The landlord is granted an order of possession.

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 18, 2018

Residential Tenancy Branch