



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GOLDEN PALACE PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, MND, FF

Introduction

The landlord applies for an order of possession pursuant to a ten day Notice to End Tenancy for unpaid rent dated March 14, 2018, for a monetary award for unpaid rent and for damages.

At the hearing the landlord's representative Mr. L. withdrew the claim for damages. The landlord is free to re-apply in that regard.

The respondent tenant did not attend the hearing within twenty five minutes after its scheduled start time at 9:00 o'clock a.m. on June 21, 2018. The teleconference hearing connection remained open during that time in order to allow the parties to call into the teleconference hearing. The call-in numbers and participant codes provided in the Notice of Hearing were confirmed as correct. The teleconference system audio console confirmed that Mr. L. and this arbitrator were the only ones who had called into this teleconference during that period. The applicant landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony/affirmed testimony, to make submissions and to call witnesses.

Mr. L. showed that the tenant was served with the Notice of Dispute Resolution Proceeding by registered mail to the rental unit (tracking number shown on cover page of this decision). Canada Post records show that item went "unclaimed by recipient" and was returned to the landlord. Mr. L. testifies that he also sent the Notice to the tenant at a Vancouver address the tenant provided to him ((tracking number also shown on cover page of this decision). Canada Post records show that item was delivered and signed for on May 7, 2018. On this evidence I find that the tenant has been duly served with the Notice of Dispute Resolution Proceeding.

On Mr. L.'s undisputed evidence I find that the tenant was duly served with a ten day Notice to End Tenancy for unpaid rent and failed to either apply to dispute the Notice within five days or at all, and failed to pay the amount demanded in the Notice. As a result, by operation of s. 46 of the *Residential Tenancy Act* (the "*Act*"), this tenancy ended on May 31, 2018 and the landlord is entitled to an order of possession.

On Mr. L.'s undisputed evidence I find that the tenant failed to pay rent for April and May 2018 and I award the landlord \$3200.00, as claimed, plus recovery of the \$100.00 filing fee for this application.

I authorize the landlord to retain the \$800.00 security deposit in reduction of the amount awarded and I grant the landlord a monetary order against the tenant for the remainder of \$2500.00.

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: June 21, 2018

Residential Tenancy Branch