



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPUM - DR, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent and utilities. The landlord also applied for the recovery of the filing fee.

The landlord had initially made application by direct request which is processed by a non-participatory hearing. In an interim decision dated March 28, 2019, the adjudicator adjourned the hearing to a participatory hearing. The reason for the adjournment was that the unit number of the rental unit as written in the tenancy agreement did not match the unit number in the landlord's application for dispute resolution. The parties were required to attend in person to provide additional information.

Notices of the reconvened hearing were enclosed with the interim decision. The landlord was instructed to serve the notice of reconvened hearing, the interim decision, and all other required documents, upon the tenant within three (3) days of receiving this decision, in accordance with section 89 of the *Act*.

The notice of hearing package was served on the tenant on April 01, 2019, by registered mail. The landlord provided tracking numbers which are recorded on the front page of this decision. The landlord stated that she found the notices of pick up on the front door and the tenant did not pick up the package.

As the tenant cannot evade service by neglecting to pick up registered mail, I find the tenant was duly served with the notice of hearing package. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to provide affirmed testimony, present evidence and make submissions.

During the hearing the landlord withdrew her application for a monetary order. Accordingly, this hearing only dealt with the landlord's application for an order of possession.

### **Issues to be decided**

Is the landlord entitled to an order of possession?

### **Background and Evidence**

The tenancy started on December 15, 2018. The tenant occupied the lower level of the rental home. The upper level was rented out separately. The monthly rent was \$1,000.00 due on the first of each month. The tenant was also required to pay 40% of the utility bill.

The landlord testified that the tenant fell behind on rent and as of March 01, 2019, the tenant owed \$1,000.00 in unpaid rent plus utilities. On March 08, 2019; the landlord served the tenant with a ten-day notice to end tenancy, by posting the notice on the tenant's door. The tenant did not dispute the notice and did not pay rent.

The landlord testified that on April 22, 2019, she provided the tenant with 24-hour notice to enter the rental unit. Upon visiting the unit, the landlord found that the tenant had moved out but has left behind some of his personal items. The landlord is applying for an order of possession effective two days after service on the tenant.

### **Analysis**

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. The tenant received the notice to end tenancy for unpaid rent, on March 08, 2019 and did not pay rent within five days of receiving the notice to end tenancy nor did the tenant make application, pursuant to Section 46 to set aside the notice to end a residential tenancy, and the time to do so has expired.

In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice. Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

**Conclusion**

I grant the landlord an order of possession effective **two days after service** on the tenant.

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: April 26, 2019

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Residential Tenancy Branch