



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, OPC

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession pursuant to a ten-day notice to end tenancy for unpaid rent and a 30-day notice for cause.

The landlord testified that on January 24, 2023, she served the tenant with the notice of hearing by registered mail to the address of the rental unit. The landlord stated that the mail was not picked up by the tenant and was returned to her on February 14, 2023. The landlord provided proof of service.

Based on the landlord's testimony, I find that the tenant has been served with the notice of hearing documents but chose not to pick up the package. The tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to an order of possession?

Background and Evidence

The tenancy started on March 01, 2020. The monthly rent is \$1,100.00 payable on the first of each month. The landlord testified that the tenant failed to pay rent that was due on December 01, 2022, and January 01, 2023. On January 11, 2023, the landlord served the tenant with a notice to end tenancy for unpaid rent, by posting the notice on the front door of the rental unit in the presence of a witness. The tenant did not dispute the notice and continued to occupy the rental unit without paying rent. The tenant contacted social services and paid rent for these two months on January 24, 2023.

The landlord testified that the tenant further failed to pay rent that was due on February 01, March 01, April 01 and May 01, 2023. On February 02 and March 12, 2023, the landlord served the tenant with a notice to end tenancy for unpaid rent by posting the notice on the front door, in the presence of a witness.

The landlord testified that as of the date of this hearing, the tenant owes rent for four months for the period of February to May 2023. The landlord has applied for an order of possession effective May 31, 2023.

Analysis

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. The tenant is deemed to have received the notice to end tenancy on January 14, 2023, and did not pay all outstanding rent 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 May 31, 2023. The Order may be filed in the Supreme Court for enforcement.

Conclusion

I grant the landlord an order of possession effective May 31, 2023.

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: May 11, 2023

Residential Tenancy Branch