



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes OPR

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession based a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice") issued on March 9, 2023.

Although served with the Application for Dispute Resolution and Notice of Hearing, by registered mail, sent on April 19, 2023, which was successfully delivered to the tenant on May 1, 2023. The tenant did not appear. A Canada post tracking number was provided as evidence of service. I find that the tenant has been duly served in accordance with 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.

Issues to be Decided

Is the landlord entitled to an order of possession for unpaid rent?

Background and Evidence

The tenancy began on March 1, 2019. Rent in the amount of \$1,156.00 was payable on the first of each month. A security deposit of \$237.50 was paid by the tenant. The rent may be subsidized subject to the tenant completing an annual income and assessment.

The landlord testified that the tenant was given multiple chances to provide the necessary documents for their annual income and assessment that was due on August 1, 2022. The landlord stated that the tenant failed to provide all the required documents and the tenant was no longer entitled to receive the subsidy.

The landlord testified that the tenant was served by registered mail sent on March 9, 2023, with the Notice, for failure to pay rent arrears in the amount of \$6,006.00. Filed in evidence is a Canada Post tracking number, which the history show the tenant refused to accept the document on March 13, 2023.

The landlord stated that the tenant did not pay the outstanding rent or dispute the Notice and still has not provided the required documents.

Analysis

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

In this case, the tenancy agreement set out the monthly rent of \$1,156.00, which is subject to annual review. The tenant did not comply with the requirements of the annual review and the landlord was entitled to the full market rent.

I find that the tenant was served with the Notice by registered mail on March 13, 2023. This was the date the tenant refused to accept the package from Canada Post. Refusal to accept the package does not override the service provision of the Act.

The Notice informed the tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the tenant had five days to dispute the Notice.

The tenant has not paid the outstanding rent and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

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 tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The tenant failed to pay rent and did not file to dispute the notice to end tenancy. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

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: June 01, 2023

Residential Tenancy Branch