



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: CNR, MNDC, MNSD, OLC, ERP, RP, PSF, LRE

Introduction

This hearing dealt with an application by the tenant for cancellation of a notice to end tenancy for unpaid rent, a monetary order for compensation for loss, return of the security deposit, orders against the landlord to: comply with the *Act*, make emergency repairs for health or safety reasons, make repairs to the unit, provide services or facilities required by law and suspend or set conditions on the landlord's right to enter the unit.

The hearing by teleconference was scheduled to commence at 11:30 am. While the landlord participated in the hearing, by 11:45 am, the tenant had still not appeared. At the hearing the landlord made a verbal request for an order of possession.

Issues to be Decided

- The status of the tenant's application
- Whether the landlord is entitled to an order of possession

Background and Evidence

This dispute revolves around one tenant and one landlord, but two separate rental units. Tenancy began in the first unit on October 15, 2008. By way of verbal agreement between the parties, rent for the latter half of October 2008 in the amount of \$250.00 was due on November 1, 2008.

The unit being rented changed effective November 1, 2008. Neither is there any evidence of a written residential tenancy agreement for this unit. By way of verbal agreement between the parties, rent in the amount of \$525.00 is payable on the first of each month. At some stage, the landlord collected a security deposit from the tenant in the amount of \$250.00.

In regard to the first unit, the tenant failed to pay rent for the latter half of October in the amount of \$250.00. In regard to the second unit, the tenant's rental payment was limited to \$495.00, leaving a balance owing for this unit in November of \$30.00.

On November 14, 2008 the landlord served the tenant with a 10 day notice to end tenancy for unpaid rent. The landlord stated that to be prudent he also served the tenant with a second 10 day notice on December 1, 2008.

The landlord submitted into evidence a copy of the 10 day notice to end tenancy dated November 14, 2008 and the notice dated December 1, 2008, both of which were served by posting on the tenant's door, respectively, on two separate days.

Analysis

As the tenant is the applicant in this matter and did not participate in the hearing, I dismiss all aspects of his application.

Based on the documentary evidence and undisputed testimony of the landlord, I find that the tenant was served with two separate 10 day notices to end tenancy for unpaid rent. The tenant did not pay the outstanding rent within 5 days of receiving either notice. Nor did the tenant apply to dispute either notice. The tenant is therefore conclusively presumed under section 46(5) of the *Act* to have accepted that the tenancy ended on the effective date shown on the notices (November 27 and December 13, 2008). Based on the above facts I find that the landlord is entitled to an order of possession.

Conclusion

I hereby issue an order of possession in favour of the landlord effective not later than **two (2) days** after service upon the tenant. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

DATE: December 11, 2008

Dispute Resolution Officer