



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      OPR

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord to obtain an Order of Possession.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*, sent via registered mail on June 25, 2009. Mail receipt numbers were provided in the landlord's documentary evidence. The tenant was deemed to be served the hearing documents on June 30, 2009, the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord's agent appeared, gave affirmed testimony, was provided the opportunity to present her evidence orally, in writing, and in documentary form.

There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*.

### Issues(s) to be Decided

- Are there arrears of rent and if so, how much?
- Whether the landlord is entitled to an Order of Possession?

## Background and Evidence

This tenancy started approximately 15 years ago. Rent for this rental property is \$200.00 per month due on the first of each month.

On January 26, 2009 the landlords issued the tenant with a six month curtesy notice to end the tenancy as plans are in place to demolish the building. As an incentive the landlords gave the tenant three months free rent until May 2009. If the tenant moved from the property before the six months deadline the landlord agreed to give the tenant one month free rent for each month that she would have moved out early.

The tenant did not have to pay rent for February, March and April, 2009. On May 01, 2009 rent was due and the tenant refused to pay. On May 04, 2009 the landlord served the tenant with a 10 Day Notice to End Tenancy for unpaid rent in person. The tenant had five days to either pay the outstanding rent, apply for Dispute Resolution or the tenancy would end on May 14, 2009. Since that time the tenant has not paid any rent and the landlord has requested an Order of Possession.

## Analysis

The tenant did not appear at the hearing, despite having been sent a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I accept that the tenant was served the 10 Day Notice to End Tenancy for unpaid rent, pursuant to s. 88 of the *Residential Tenancy Act*. The Notice states that the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not pay the outstanding rent within five days nor apply to dispute the Notice to End Tenancy within five days.



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Based on the foregoing, I find that the tenant is conclusively presumed, under s. 46(5) of the *Act*, to have accepted that the tenancy ended on the effective date of the Notice and grant the landlord an order of possession.

## Conclusion

I HEREBY ISSUE an Order of Possession in favour of the landlord effective **two days** after service on the tenant. This order must be served on the tenant and may be filed in the Supreme Court and enforced as an order of that Court.

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: August 05, 2009.

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Dispute Resolution Officer