

## **DECISION**

Dispute Codes      OPR

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession.

The hearing was conducted via teleconference and was attended by the landlord and his witness. The tenant did not attend.

This matter was originally adjudicated through the Direct Request Process, however, the Dispute Resolution Officer (DRO) ordered a participatory hearing was necessary to understand how the tenant was served with the notice to end the tenancy. As a result, this hearing was convened to hear the matter.

The landlord testified that he served the tenant with notice of this hearing by posting the notice and evidence to the door of the rental unit. I accept the landlord has served the tenant with notice of this hearing in accordance with Section 89(2) of the *Residential Tenancy Act (Act)*.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent, pursuant to Sections 46, 55, 67, and 72 of the *Act*.

### Background and Evidence

The tenancy began on May 19, 2010 as a 1 year fixed term tenancy for a monthly rent of \$1,850.00 due on the 18<sup>th</sup> of each month and security deposit of \$925.00 was paid.

The landlord submitted into evidence a copy of a 10 Day Notice to End Tenancy for Unpaid Rent issued on January 20, 2011 with an effective vacancy date of February 3, 2011 for unpaid rent in the amount of \$1,850.00.

Documentary evidence filed by the landlord indicates that the tenant failed to pay the full rent owed for the month of January 2010 and that the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent by having a Canada Post letter carrier place the notice in the tenant's mailbox while the landlord watched on January 21, 2011.

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 apply to dispute the Notice to End Tenancy within five days.

### Analysis

I have reviewed all documentary evidence and accept that the tenant has been served with notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenant on January 24, 2011 and the effective date of the notice is February 3, 2011. I accept the evidence before me that the tenant failed to pay the rent owed in full within the 5 days granted under section 46 (4) of the *Act*.

Based on the foregoing, I find that the tenant is conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

### Conclusion

I find that the landlord is entitled to an Order of Possession 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: February 23, 2011.

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Residential Tenancy Branch