



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, FF

### 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 the tenant.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 46, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The parties agree the tenancy began in June 2010 as a month to month tenancy for a current monthly rent of \$650.00 due on the 1<sup>st</sup> of each month and that no security deposit was paid.

The landlord submitted into evidence a copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on June 3, 2011 with an effective vacancy date of June 13, 2011 due to \$1,025.00 in unpaid rent.

The landlord testified that he served the tenant with the 10 Day Notice on June 3, 2011 at approximately 1:30 in person and that this service was witnessed. The tenant testified that the landlord served him one 10 Day Notice that said he owed \$1,250.00 then returned later with one that said he owed \$1,025.00 and that he had made a mistake on the first notice.

The Notice states 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 rent in full or apply to dispute the Notice to End Tenancy within five days. The tenant testified that his rent had already been provided to the landlord directly from his disability support payment and that the landlord returned it.

The tenant provided no explanation as to why he did not submit an Application for Dispute Resolution other than he thought he would be able to dispute the notice at this hearing.

### Analysis

I have reviewed all evidence and accept that the tenant had been served with notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenant on June 3, 2011 and the effective date of the notice is June 13, 2011. I accept the evidence before me that the tenant failed to pay the rent owed in full or file an Application for Dispute Resolution to dispute the notice within the 5 days granted under Section 46(4) of the *Act*.

Based on the foregoing, I find 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 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. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of \$50.00 comprised of the fee paid by the landlord for this application.

I grant a monetary order in the amount of \$50.00. This order must be served on the tenant. If the tenant fails comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: July 06, 2011.

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Residential Tenancy Branch