



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR

Introduction

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

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, and in documentary form.

Issue(s) to be Decided

1. Has the Tenant breached the *Residential Tenancy Act*, regulation or tenancy agreement by failing to pay rent?
2. If so, has the Landlord met the burden of proof to obtain an Order of Possession as a result of that breach?

Background and Evidence

The parties entered into a tenancy that began on December 8, 2010. Rent is payable on the first of each month in the amount of \$475.00. The Landlord returned the security deposit to the Tenant on July 25, 2011.

The Tenant affirmed he was served a 10 Day Notice to End Tenancy via registered mail on July 4, 2011 which indicates that he has failed to pay \$1,937.50 of rent that was accumulated from the start of the tenancy. The Tenant stated that he was vacating the property September 10, 2011, as he was relocating to another city.

The Landlord confirmed there was \$1,937.50 in outstanding rent up to July 15, 2011 and the Tenant had not paid anything for the remainder of July, August or September 2011. He requested an Order of Possession for as soon as possible.

Analysis

Where a tenant is served a 10 Day Notice the tenant has five days to pay the outstanding rent to nullify the Notice or the tenant has five days to dispute the Notice by filing an Application for Dispute Resolution. If a tenant does not pay the outstanding rent or dispute the Notice within five days then, pursuant to Section 46(5) of the Act, the tenant is conclusively presumed to have accepted the tenancy will end and must vacate the rental unit by the effective date of the Notice.

In this case the Notice was sent via registered mail to the Tenant on July 4, 2011. Accordingly I find the Tenant to have received the Notice on July 9, 2011, five days after it was mailed and the effective date of the Notice is July 19, 2011, pursuant to Section 90 of the Act. Since the Tenant did not pay the outstanding rent or dispute the Notice I find the tenancy ended on July 19, 2011 and I grant the Landlord an Order of Possession.

Conclusion

I HEREBY FIND that the Landlord is entitled to an Order of Possession effective **two days after service on the Tenant**. This Order is legally binding and must be served upon the Respondent Tenant.

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: September 09, 2011.

Residential Tenancy Branch