



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPC, OPR, FF

Introduction

This application was brought by the landlord seeking an Order of Possession pursuant to a 10-day Notice to End Tenancy for unpaid rent dated August 6, 2012 and also based on a One Month Notice to End Tenancy for Cause dated July 30, 2012.

Despite being served by registered mail sent on August 21, 2012, the respondent did not appear.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession:

- 1) based on the 10-Day Notice to End Tenancy for Unpaid Rent?
- 2) based on the One Month Notice to End Tenancy for Cause?

Background and Evidence

The landlord submitted into evidence a copy of a 10-Day Notice to End Tenancy for Unpaid Rent dated August 6, 2012, which was served on the tenant by posting it on the door. The landlord testified that the tenant paid the outstanding rent owed on August 16, 2012, which was beyond the 5-day deadline to cancel the Notice. The landlord testified that the tenant was issued a receipt "*for use and occupancy only*". The landlord is seeking an Order of Possession based on this notice.

The landlord testified that the tenant also failed to pay rent for September resulting in another 10-Day Notice to End Tenancy for Unpaid Rent being served on September 6, 2012. A copy of this Notice was in evidence.

The landlord also submitted a copy of the One Month Notice to End Tenancy for Cause dated July 30, 2012. The tenant has not disputed any of the Notices.

Analysis

Section 26(1) of the Act states that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement.

In this instance, the tenant failed to pay the rent when it was due. Section 46 of the Act states that a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy effective on a date that is not earlier than 10 days after the date the tenant receives the notice.

However, the Act provides that, within 5 days after receiving a notice under this section, the tenant may pay the overdue rent, in which case the Notice is automatically cancelled. If a tenant who has received a Ten-Day Notice to End Tenancy for Unpaid Rent does not pay the rent or make an application for dispute resolution within the five-day deadline, then the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit to which the notice relates by that date.

I find that that the tenant was served with a Ten-Day Notice to End Tenancy for Unpaid Rent on August 6, 2012 and did not pay the rent owed within 5 days nor did the tenant dispute the Notice.

Based on the above facts I find that the landlord is entitled to an Order of Possession under the Act.

Conclusion

I hereby issue an Order of Possession in favour of the landlord effective 2 days after service on the tenant. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord is entitled to be compensated for the \$50.00 cost of the application and order that this amount be retained by the landlord from the tenant's security deposit.

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 19, 2012.

Residential Tenancy Branch