



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR MNSD MNDC FF

Introduction

This hearing dealt with an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) by the landlord to obtain an order of possession for unpaid rent, for a monetary order for unpaid rent, authorization to keep all or part of the security deposit, for money owed for compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the filing fee.

The landlord appeared at the teleconference hearing and gave affirmed testimony. During the hearing the landlord was given the opportunity to provide their evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the “Notice”) was considered. The landlord testified that the tenant was served the Notice on November 21, 2012 by registered mail to the rental unit address. A registered mail tracking number and receipt was submitted in evidence. The landlord testified that she has seen the tenant at the rental unit since mailing the package. The landlord stated that the package also contained her evidence to support her application. I find that the tenant was served in accordance with the *Act*.

Preliminary Matter

At the outset of the hearing, the landlord withdrew all monetary portions of her claim including her claim for the recovery of the filing fee. The landlord stated that the tenant paid his rent, albeit several weeks after it was due. The landlord continues to seek an order of possession.

Issue to be Decided

- Is the landlord entitled to an order of possession for unpaid rent under the *Act*?

Background and Evidence

A fixed term tenancy began on July 1, 2012 and is to expire on December 31, 2012. Monthly rent in the amount of \$600.00 is due on the first day of each month. The tenant paid a security deposit of \$300.00 at the start of the tenancy.

The landlord confirmed service of the 10 Day Notice for Unpaid Rent or Utilities (the “10 Day Notice”), by posting the 10 Day Notice on the tenant’s door on November 9, 2012. The landlord submitted a proof of service document as evidence which was signed by a third party as a witness prior to the hearing. The effective vacancy date on the 10 Day Notice indicates November 22, 2012. The 10 Day Notice is deemed served three days after posting to the tenant’s door. The tenant did not dispute the 10 Day Notice or pay the rent within 5 days of being served.

Analysis

Based on the documentary evidence and the undisputed oral testimony provided during the hearing, and on the balance of probabilities, I find the following.

Order of Possession – I find that the tenant failed to pay the rent or dispute the 10 Day Notice within 5 days after receiving the 10 Day Notice, and that the tenant is conclusively presumed pursuant to section 46 of the *Act*, to have accepted that the tenancy ends on the effective date of the 10 Day Notice. Accordingly, **I grant** the landlord an order of possession effective **two days** after service upon the tenant. This order must be served on the tenant and may be enforced in the Supreme Court of British Columbia.

Conclusion

I find that the landlord has proven her claim and is, therefore, entitled to an order of possession effective **two days** after service upon the tenant. This order must be served on the tenants and may be enforced in the Supreme Court of British Columbia.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: December 21, 2012.

Residential Tenancy Branch