



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord to obtain an Order of Possession for unpaid rent or utilities and a Monetary Order for unpaid rent or utilities and to recover the cost of the filing fee from the Tenant for this application.

The Landlord and his wife affirmed that the Tenant was personally served the hearing documents on November 23, 2012 by P.D. and their daughter. Based on the submissions of the Landlord I find the Tenant was sufficiently served notice of this proceeding and I continued in her absence.

Issue(s) to be Decided

1. Should the Landlord be granted an Order of Possession?
2. Should the Landlord be awarded a Monetary Order?

Background and Evidence

The Landlord submitted documentary evidence which included, among other things, copies of: the tenancy agreement; a 10 Day Notice to end tenancy issued November 4, 2012; a proof of service form; and an authorization for their Agent to represent the Landlord.

The parties entered into a month to month tenancy that began on August 1, 2012. Rent is payable on the first of each month in the amount of \$1,250.00 and the Tenant paid \$625.00 as the security deposit.

The Landlord advised that when the Tenant failed to pay the November 2012 rent a 10 Day Notice was issued and personally served to the Tenant on November 4, 2012 at approximately 6:30 p.m. by P.D. and their daughter.

Rent remains unpaid and the Tenant continues to occupy the unit. The Landlord is seeking the Order of Possession for as soon as possible and a Monetary Order for November Rent.

Analysis

When a tenant receives a 10 Day Notice to end tenancy for unpaid rent they have (5) days to either pay the rent in full or to make application to dispute the Notice or the tenancy ends.

In this case the Tenant did not pay the rent and did not make an application to dispute the Notice. Therefore, the Tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice, **November 14, 2012**, and must vacate the rental unit to which the notice relates pursuant to section 46(5) of the *Act*. Accordingly, I approve the Landlord's request for an Order of Possession.

The Landlord claimed unpaid rent of \$1,250.00 that was due November 1, 2012, pursuant to section 26 of the Act that states a tenant must pay rent in accordance with the tenancy agreement. Accordingly, I find the Landlord has met the burden of proof and I award him a Monetary Order for November 2012 rent in the amount of **\$1,250.00**.

Any deposits currently held in trust by the Landlord are to be administered in accordance with Section 38 of the *Residential Tenancy Act*.

Conclusion

I HEREBY FIND the Landlord is entitled to an Order of Possession effective **Two (2) days upon service to the Tenant**. This Order is legally binding and must be served upon the Tenant.

The Landlord has been awarded a Monetary Order in the amount of **\$1,250.00**.

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: December 27, 2012.

Residential Tenancy Branch