



# 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 the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") for an order of possession for the rental unit due to unpaid rent.

The parties appeared, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

Thereafter all parties gave affirmed testimony, were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all evidence before me that met the requirements of the rules of procedure; however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession for the rental unit due to unpaid rent?

### Background and Evidence

I heard undisputed evidence that tenancy began on April 7, 2010, monthly rent is \$375.00, and a security deposit of \$187.50.00 was paid by the tenant at the beginning of the tenancy.

I did not have a copy of the landlord's evidence, which she stated was filed one business day after their application was filed. The evidence, according to the landlord's agent, was a copy of the Notice and accounting records.

The landlord gave evidence that on August 29, 2012, the tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), by posting it on the tenant's

door, listing unpaid rent of \$375.00 as of August, 2012. The effective vacancy date listed on the Notice was September 8, 2012.

I asked the tenant if he agreed to the testimony given by the landlord and he said that it was correct, as he was looking the Notice during the hearing.

I therefore accepted that the tenant was served the Notice as submitted by the landlord, without having a copy of such Notice.

The Notice informed the tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explained the tenant had five days to dispute the Notice.

I have no evidence before me that the tenant applied to dispute the Notice.

The landlord stated that the tenant has not made any payments of monthly rent since the issuance of the Notice.

The tenant confirmed that he had not.

### Analysis

Based on the relevant evidence and on a balance of probabilities, I find as follows:

I find the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent, did not pay the outstanding rent or apply to dispute the Notice within five days of service and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I therefore find that the landlord is entitled to an order of possession for the rental unit effective two days after service of the order upon the tenant.

### Conclusion

I grant the landlord a final, legally binding order of possession, which is enclosed with the landlord's Decision. Should the tenant fail to vacate the rental unit pursuant to the terms of the order, this order may be filed in the Supreme Court of British Columbia for enforcement 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* and is being mailed to both the applicant and the respondent.

Dated: December 18, 2012.

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Residential Tenancy Branch