



# 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 Landlords to obtain an Order of Possession for unpaid rent.

The Landlords affirmed that the Tenant was served with copies of her application for dispute resolution, the notice of hearing documents and 26 pages of evidence on January 23, 2012, by registered mail. The Canada Post tracking receipt number was provided in the Landlord's oral testimony. Additional evidence (pages 27, 28, and 29) and a note written to the Tenant advising her to add the additional evidence to her hearing package was sent to the Tenant via regular mail on approximately February 2, 2013. On Monday February 11, 2013 the Tenant left the Landlord a voice message acknowledging receipt of the additional evidence and stating that she was going to take the Landlord to arbitration because the pictures provided in the Landlord's evidence were taken without the Tenant's permission.

Based on the foregoing, I find the Tenant was sufficiently served notice of this proceeding, in accordance with the Act, and I proceeded in the Tenant's absence.

### Issue(s) to be Decided

Should the Landlord be granted an Order of Possession?

### Background and Evidence

The Landlord submitted documentary evidence which included, among other things, copies of: the tenancy agreement; two 10 Day Notices to end tenancy for unpaid rent; their written statements; a chronological list of events; and photos of the rental unit.

The Tenant did not submit documentary evidence in response to the Landlord's application.

The Landlords confirmed the parties entered into a fixed term tenancy agreement that began on October 1, 2012 and is scheduled to continue on a yearly basis. Rent is payable on the first of each month in the amount of \$850.00 and on October 1, 2012, the Tenant paid \$425.00 as the security deposit. A move in condition inspection report was completed on September 29, 2012.

The Landlords confirmed that two 10 Day Notices have been issued to the Tenant and posted to her door. One on December 4, 2012, and the other on January 3, 2013. As of today's date the Tenant has an accumulated balance owing in the amount of \$1,790.00 which is comprised of \$90.00 owing from December 1, 2012, \$850.00 for January 1, 2013, and \$850.00 for February 1, 2013. The Landlords request an Order of Possession for as soon as possible.

### Analysis

Given the evidence before me, in the absence of any evidence from the Tenant who did not appear despite being properly served with notice of this proceeding, I accept the version of events as discussed by the Landlords and corroborated by their evidence.

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 is deemed to have received the 10 Day Notices on December 7, 2012 and January 6, 2013, three days after they were posted to her door, and the effective date of the Notices are **December 17, 2012**, and **January 16, 2013**, in accordance with section 90 of the Act.

The Tenant did not pay the rent and did not dispute the Notices, therefore, 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, pursuant to section 46(5) of the *Act*. Accordingly, I approve the Landlord's request for an Order of Possession.

### Conclusion

I HEREBY FIND the Landlords are entitled to an Order of Possession effective **Two (2) Days upon service**. This Order is legally binding and must be served upon the 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: February 14, 2013

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Residential Tenancy Branch

