



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 filed on January 9, 2013, by the Landlord seeking an Order of Possession for unpaid rent.

The Landlord affirmed that the Tenant was served copies of the application for dispute resolution and notice of hearing documents when he posted them to the rental unit door on January 11, 2013. Based on the submissions of Landlords I find that the Tenant was sufficiently served notice of this proceeding in accordance with section 89(2) of the Act, and I continued in the Tenants 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: their application for dispute resolution and a 10 Day Notice to end tenancy issued December 26, 2012.

The Landlord advised that they entered into a verbal month to month tenancy agreement that began mid April 2012. Rent is payable on the first of each month in the amount of \$550.00 and at the beginning of the tenancy the Tenant paid \$275.00 as the security deposit.

The Landlord advised that when the Tenant failed to pay the December 2012 rent they posted a 10 Day Notice to her door on December 26, 2012. The Tenant has not paid the rent for December, 2012 or January 2013 and her possessions remain in the rental unit. They are seeking an Order of Possession for as soon as possible.

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 is deemed to have received the 10 Day Notice on December 29, 2012, three days after it was posted to her door, and the effective date of the Notice is **January 8, 2013**, in accordance with section 90 of the Act. The Tenant has not paid the rent and has not disputed the Notice.

Therefore, the Tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice, **January 8, 2013**, 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

The Landlord has been granted an Order of Possession effective **Two (2) Days** after service upon the Tenant. 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 28, 2013

Residential Tenancy Branch

