



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CITY VIEW APTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR

Introduction

This hearing dealt with an Application for Dispute Resolution filed on May 3, 2013, by the Landlord to obtain an Order of Possession for unpaid rent or utilities.

The Landlords testified that they personally served the Tenant with copies of the Landlord's application for dispute resolution, Notice of dispute resolution hearing, and the Landlord's evidence, on May 6, 2013, at 10:00 p.m. at the rental unit, in the presence of a witness. Based on the submissions of the Landlords 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 Landlords submitted documentary evidence which included a copy of the 10 Day Notice to end tenancy for unpaid rent and the tenancy agreement.

The Landlords testified that the Tenant entered into a month to month tenancy agreement that began on February 1, 2013. Rent is payable on the first of each month in the amount of \$750.00 and \$375.00 was paid on February 1, 2013 as the security deposit.

The Landlords advised that on February 1, 2013, they received \$375.00 as the security deposit and \$375.00 as half of February's rent. Then on March 22, 2013 they received an \$800.00 cheque from the Tenant but that was returned N.S.F. Then on April 12, 2013, they received a cheque for \$425.00 from a church. As a result, the Landlords personally served the Tenant with a 10 Day Notice for unpaid rent on April 19, 2013.

Rent remains unpaid and past due so they are seeking to have the Tenant evicted 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 received the 10 Day Notice on April 19, 2013, and the effective date of the Notice is **April 29, 2013**, in accordance with the Act. The Tenant did not pay the rent owed in full and did not dispute the Notice, 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 Landlord is 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: May 31, 2013

Residential Tenancy Branch

