



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROYAL LEPAGE CITY CENTRE
and [tenant name suppressed to protect privacy]

Decision

Dispute Codes:

MNR, OPR

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on the Notice to End Tenancy for Unpaid Rent dated April 9, 2013.

The applicant was present and participated in the hearing. Despite being served with the Notice of Hearing documents by registered mail sent on September 16, 2013, the respondent did not appear and the hearing was therefore conducted in the respondent's absence.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession based on the 10-Day Notice to End Tenancy for Unpaid Rent?

Background and Evidence

The landlord submitted into evidence a copy of the 10-Day Notice to End Tenancy dated April 9, 2013 with effective date of April 22, 2013 and a copy of the tenancy agreement.

The landlord testified that the tenancy began on May 15, 2009 and no security deposit was paid. The landlord testified that the tenant failed to pay \$500.00 rent owed for each of the months of January, February and March, 2013 and by April, 2013, had accrued arrears of \$1,975.00, at which time the landlord served a 10-Day Notice to End Tenancy for Unpaid Rent by posting it on the tenant's door.

The landlord testified that the tenant did not pay the arrears and, since that time has only paid \$500.00, which was accepted for use and occupancy only. The landlord testified that this was the only payment made during the period from May 2013 to October 2013, and the tenant has now accrued total arrears of \$4,475.00 to date.

The landlord testified that the tenant has not vacated the unit and the landlord has requested an Order of Possession.

Analysis

Based on the testimony of the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent by *posting it on the door. The tenant has not paid the arrears and did not apply to dispute the Notice 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. Based on the above facts I find that the landlord is entitled to an Order of Possession.

I find that the landlord has established a total monetary claim of \$5,025.00 comprised of \$4,475.00 accrued rental arrears and the \$50.00 fee paid by the landlord for this application. I

I hereby grant the Landlord an order under section 67 for \$5,025.00. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

I hereby issue an Order of Possession in favour of the landlord effective two days after service on the tenant. This order must be served on the Respondent and is final and binding. If necessary it may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The landlord's application was successful and the landlord was granted a monetary order for rental arrears and an Order of Possession.

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: October 07, 2013

Residential Tenancy Branch