



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR

Introduction

This hearing was convened in response to an application by the Landlord pursuant to Section 55 of the *Residential Tenancy Act* (the “Act”) for an Order of Possession. The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Landlord entitled to an Order of Possession?

Background and Evidence

The following is undisputed evidence of the Parties: The tenancy began on March 1, 2011. Rent of \$1,600.00 is payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected \$800.00 as a security deposit from the Tenant. The Tenant owed rental arrears and on May 19, 2014 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent (the “Notice”) for \$4,800.00. The effective date of the Notice is May 30, 2014. The Tenant has not made an application for dispute resolution and paid \$1,600.00 on May 30, 2014 and \$1,600.00 on June 30, 2014 for which the Landlord issued receipts for “temporary occupancy only”. The Tenant has not moved out of the unit. The Landlord seeks an order of possession.

Analysis

Section 46 of the Act requires that upon receipt of a 10 notice to end tenancy for unpaid rent (the “Notice”) the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice. Section 55 of the Act provides that a landlord may request an order of possession of a rental unit by making an application for dispute resolution where a notice to end the tenancy has been given by the landlord, the tenant has not disputed the Notice by making an application for dispute resolution and the time for making that application has expired.

Based on the Landlord’s evidence I find that the Tenant was given a valid Notice. The Tenant has not filed an application to dispute the Notice and has not paid the outstanding rent. Given these facts, I find that the Landlord is entitled to an **Order of Possession**.

Conclusion

I grant an Order of Possession to the Landlord. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced 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*.

Dated: August 19, 2014

Residential Tenancy Branch

