



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlords for an Order of Possession based on unpaid rent, a Monetary Order for unpaid rent, an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Only the Landlord, W.O., appeared at the hearing. He gave affirmed testimony and was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions to me.

The Landlord testified he personally served the Tenants with the Notice of Hearing and their Application on August 29, 2014. I find the Tenant was duly served.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matter

During the hearing the Landlords withdrew their application for a Monetary Order as W.O. testified that he believed payment was unlikely.

Issue to be Decided

Have the Tenants breached the Act or tenancy agreement, entitling the Landlords to an Order of Possession?

Background and Evidence

The Landlord testified that the tenancy began May 1, 2014. Rent was payable in the amount of \$950.00 per month on the first of the month. The Tenants did not pay rent for August 1, 2014 nor have they paid for September 1, 2014.

The Landlord personally served the Tenant, J.D., a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities at the rental unit on August 2, 2014 at 12:05 p.m. (the "Notice"). J.D. acknowledged service by signing the Notice.

The Notice informed the Tenants that the Notice would be cancelled if the rent was paid within five days of service. The Notice also explains the Tenants had five days from the date of service to dispute the Notice by filing an Application for Dispute Resolution.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenants were served with the Notice on August 2, 2014. The Tenants have not paid the outstanding rent and did not apply to dispute the Notice and are therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the Landlords are entitled to an Order of Possession effective **two (2) days** after service on the Tenants. This order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The Tenants failed to pay rent and did not file to dispute the Notice to End Tenancy. The Tenants are presumed under the law to have accepted that the tenancy ended on the effective date of the Notice to End Tenancy.

The Landlords are granted an Order of Possession.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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: September 11, 2014

Residential Tenancy Branch

