



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NPR LTD PARTNERSHIP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession based on unpaid rent.

The Landlord's agent, R.S. attended the hearing. The Tenants did not attend. The hearing process was explained and R.S. was asked if he had any questions. R.S. provided affirmed testimony and was provided the opportunity to present his evidence orally and in written and documentary form, and make submissions to me. A summary of his testimony is provided below and includes only that which is relevant to the hearing.

As the Tenants did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing") was considered. R.S. testified that the Notice of Hearing was served on the Tenants by posting to the rental unit door on August 20, 2014. Documents served in this manner are deemed to be served three days later, namely August 23, 2014. I accept R.S.'s undisputed testimony that he served the tenants and that they were sufficiently served as of that date under the *Act* as a result.

Issues to be Decided

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

Background and Evidence

The relevant evidence with respect to the tenancy is as follows:

1. The tenancy began May 3, 2011.

2. The following year, a new tenancy was entered into and which was formalized in a written Residential Tenancy Agreement dated April 30, 2012 (the "Tenancy Agreement") signed by all three Tenants and the Landlord on April 30, 2014. This new tenancy began June 1, 2014.
3. Pursuant to the Tenancy Agreement, rent was \$1,250.00 monthly payable on the 1st of the month.
4. R.M. testified that the Tenants were served a Notice of Rent Increase on June 29, 2013 raising the rent to \$1,297.50 monthly payable on the 1st of the month.
5. The Tenants paid a security deposit of \$600.00 in May of 2011 (No specific date was noted on the Tenancy Agreement).
6. The Tenants did not pay the August 2014 on August 1, 2014 as provided for in the Tenancy Agreement.

Based on the Landlord's testimony and Proof of Service submitted in evidence, I find that the Tenants were served with a 10 day Notice to End Tenancy for non-payment of rent on August 7, 2014 at 3:20 p.m. by posting to the rental unit door (the "Notice"). Section 90(c) provides that document served in this manner are deemed served 3 days later; accordingly, I find that the tenants were served the Notice as of August 10, 2014.

The Notice informed the Tenants that the Notice would be cancelled if the rent was paid within five days of service, namely August 15, 2014. 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; again, that date is August 15, 2014.

The Tenants did not pay the outstanding rent, nor did they apply to dispute the Notice within five days. R.S. testified that the Tenants paid \$999.99 on August 19, 2014; \$297.51 remains outstanding for August 1, 2014. R.S. was unclear if the Tenants had paid rent for September 2014.

Analysis

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

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 Landlord is entitled to an Order of Possession effective **two (2) days after service**. This Order of Possession 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 Landlord is 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 04, 2014

Residential Tenancy Branch

