



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") for an order of possession for the rental unit due to unpaid rent.

The landlord, the tenant, and their witnesses attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process.

Neither party raised any issue regarding service of the evidence or application.

The witnesses were excluded from the hearing and thereafter the landlord and the tenant were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for the rental unit due to unpaid rent?

Background and Evidence

The landlord's evidence, the written tenancy agreement, shows that this tenancy began on January 1, 2013, monthly rent is \$1900, and that a security deposit was not paid by the tenant. The landlord also submitted that the current monthly rent is \$1300.

The landlord gave evidence that on August 11, 2014, he served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), by leaving it with the tenant, listing unpaid rent of \$2750 as of August 1, 2014. The effective vacancy date listed on the Notice was August 20, 2014.

The Notice informed the tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explained that alternatively the tenant had five days to dispute the Notice by making an application for dispute resolution.

The landlord stated that the tenant has not made any rent payments since the Notice was issued.

I have no evidence before me that the tenant applied to dispute the Notice.

The tenant confirmed that she received the Notice as stated by the landlord, and that she doesn't owe the amount of rent claimed by the landlord, due to an alternate agreement that she would rent to the landlord a portion of the rental unit.

Analysis

Based on the oral and written evidence, I find the landlord submitted sufficient evidence to prove that the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent, did not pay the outstanding rent or file an application for dispute resolution in dispute of the Notice within five days of service 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.

I therefore find that the landlord is entitled to an order of possession for the rental unit effective on October 15, 2014, as the landlord agreed to extend the time for the tenant to vacate.

Conclusion

The landlord's application has been granted.

I grant the landlord a final, legally binding order of possession for the rental unit, which is enclosed with the landlord's Decision. Should the tenant fail to vacate the rental unit pursuant to the terms of the order after being served, the order may be filed in the

Supreme Court of British Columbia for enforcement as an order of that Court. The tenant is advised that costs of such enforcement are recoverable from 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* and is being mailed to both the applicant and the respondent.

Dated: September 24, 2014

Residential Tenancy Branch

