



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Hudson Manor
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR

Introduction

In response to an application for dispute resolution by way of direct request, an *ex parte* proceeding was held on April 16, 2015. In such a proceeding, the participation of neither party is required. Arising from the proceeding, the Adjudicator issued an interim decision by date of April 16, 2015. In part, the interim decision provides as follows:

I order that the direct request proceeding be reconvened in accordance with section 74 of the Act. I find that a participatory hearing to be conducted by an Arbitrator appointed under the Act is required in order to determine the details of the landlord's application.

Notices of Reconvened Hearing are enclosed with this interim decision for the applicant to serve, with all other required documents, upon the tenant within three (3) days of receiving this decision in accordance with section 89 of the Act.

The reconvened hearing was scheduled to commence at 9:00 a.m. on June 03, 2015. Both parties appeared and gave affirmed testimony.

Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the tenancy began on February 01, 2012. The landlord testified that she is the owner of the building, and that the name of the landlord shown on the tenancy agreement is that of her former property manager. Pursuant to the tenancy agreement, monthly rent of \$1,000.00 is due and payable on the 31st day of

the month preceding the month for which rent is due. While the tenancy agreement documents that a security deposit in the amount of \$500.00 was collected, the tenants claim that in fact a \$1,000.00 security deposit was collected.

The landlord issued a 10 day notice to end tenancy for unpaid rent dated April 03, 2015. The notice was personally served on that same date. A copy of the notice was submitted in evidence. The date shown by when the tenants must vacate the unit is April 13, 2015. The tenants made full payment of April's rent on April 24, 2015. May's rent was paid in full on May 18, 2015 and, to date, no rent has been paid for June 2015.

Analysis

Based on the documentary evidence and the affirmed testimony of the parties, I find that the tenants were served with a 10 day notice to end tenancy for unpaid rent dated April 03, 2015. The tenants did not pay the full amount of outstanding rent within 5 days of receiving the notice, and did not apply to dispute the notice. The tenants 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. Accordingly, I find that the landlord has established entitlement to an **order of possession**. Since April's rent is now paid in full, the landlord's application for a monetary order reflecting compensation for unpaid rent for April 2015 is hereby dismissed.

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service on the tenants. This order must be served on the tenants. Should the tenants 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: June 03, 2015

Residential Tenancy Branch

