



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

On January 20, 2015, the landlord filed an Application for Dispute Resolution by Direct request for an order of possession and a monetary order. On January 29, 2016, the landlord's application was reviewed and considered by the Adjudicator. The Adjudicator was unable to proceed with the landlord's application by the direct request process, as the Adjudicator was not able to determine the date upon which rent was due as the tenancy agreement submitted by the landlord did not contain sufficient information. The Adjudicator found it appropriate to adjourn the landlord's application to a participatory hearing. The interim decision of the Adjudicator should be read in conjunction with this decision.

The landlord attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered. As the landlord was ordered by the Adjudicator to serve the tenant.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were served by posting on the door on February 18, 2016, which was witnessed. I find the tenant has been served in accordance with the Act.

However, section 89(2) of the Act determines that a document served in this manner only permits an application for an order of possession to be heard. As a result the landlord's application for a monetary order is dismissed with leave to reapply.

The landlord gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Issues to be Decided

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

Background and Evidence

Based on the testimony of the landlord, I find that the tenant was served with a notice to end tenancy for non-payment of rent on January 19, 2016, by posting to the door, which was witnessed. The notice informed the tenant that the notice would be cancelled if the

rent was paid within five days. The notice also explains the tenant had five days to dispute the notice.

The landlord testified that the tenant did not pay the outstanding rent and has paid no rent since the notice was issued.

Analysis

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

The tenant has not paid the outstanding rent and did not apply to dispute the notice 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 find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The tenant failed to pay rent and did not file to dispute the notice to end tenancy. The tenant is 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 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: March 23, 2016

Residential Tenancy Branch