



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CROSSROADS ENTERPRISES LTD
Suppressed to protect privacy]

DECISION

Dispute codes OPR

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession for unpaid rent and utilities pursuant to section 55;

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 9:45 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 9:30 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions.

The landlord testified that he personally served the tenant with the Application for Dispute Resolution on February 26, 2016. A copy of the Application for Dispute Resolution was also served by registered mail.

Issues

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

Background and Evidence

The tenancy began on September 1, 2015 with a monthly rent of \$625.00 payable on the 1st day of each month. The tenant paid a security deposit of \$312.50 at the start of the tenancy.

The landlord testified that on February 3, 2016 he personally served the tenant with the 10 day Notice to End Tenancy for unpaid rent for the months of December 2015 to February 2016.

Analysis

Based on the above evidence, I am satisfied that the tenant was personally served with the Application for Dispute Resolution pursuant to section 89 of the Act. I am also satisfied that the tenant was personally served with the 10 day Notice to End Tenancy on February 3, 2016 pursuant to section 88 of the Act.

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the Notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If, as in the present case, the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice, February 13, 2016.

I find that the tenant was obligated to pay the monthly rent in the amount of \$625.00 as per the tenancy agreement and failed to pay rent for the months of December 2015 to February 2016.

Therefore, I find that the landlord is entitled to an Order of Possession.

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: April 18, 2016

Residential Tenancy Branch