



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Wei Shi Vancouver Curtains Ltd.[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, OPC

### Introduction

This hearing dealt with an application for dispute resolution by the landlord for an order of possession. Although served with the Application for Dispute Resolution and Notice of Hearing when it was posted to the door of the rental unit the tenant did not appear.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession and, if so, upon what terms?

### Background and Evidence

The tenant was living in the rental unit when the landlord bought the property in April 2016. The parties signed a new six month tenancy agreement. The term of that agreement started May 1, 2016. The monthly rent of \$600.00 was to be paid in two equal installments on the 1<sup>st</sup> and 15<sup>th</sup> day of the month. The landlord holds a security deposit of \$275.00.

The landlord testified that the tenant was served with a 10 Day Notice to End Tenancy for Non-Payment of Rent when it was posted to the door of the rental unit on May 13, 2016. That document includes information advising the tenant that the notice is cancelled if the tenant paid the arrears of rent within five days. It also advises that the tenant has five days to dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. The landlord testified that the tenant did neither.

On the same day the landlord also posted a 1 Month Notice to End Tenancy for Cause. The landlord advised that the tenant has not disputed this notice either.

### 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 *Residential Tenancy Act* to have accepted that the tenancy ended on the effective date of the Notice. Based on the above facts I find that the landlord is entitled to an order of possession effective two days after service on the tenant.

As the landlord was successful on its' application it is entitled to reimbursement from the tenant of the \$100.00 fee it paid to file it. Pursuant to section 72(2) this amount may be deducted from the security deposit.

Conclusion

An order of possession effective two days after service on the tenant has been granted. If necessary, this order may be filed in the Supreme Court 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 23, 2016

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Residential Tenancy Branch