



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Raincity Housing and Support Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR

### Introduction

This hearing was convened by way of conference call concerning an application made by the landlord seeking an Order of Possession for unpaid rent or utilities.

An agent for the landlord company and a witness attended the hearing and each gave affirmed testimony. However, the line remained open for 10 minutes prior to hearing any testimony and no one for the tenant attended the call. The landlord's witness testified that the tenant was personally served with the Landlord Application for Dispute Resolution, notice of this hearing and evidentiary material on July 22, 2016. I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

### Issue(s) to be Decided

Is the landlord entitled under the *Residential Tenancy Act* to an Order of Possession for unpaid rent?

### Background and Evidence

**The landlord's agent** testified that this month-to-month tenancy began in June, 2014 and the tenant still resides in the rental unit. Rent in the amount of \$764.00 per month is payable on the 1<sup>st</sup> day of each month. A copy of the tenancy agreement has been provided.

The landlord's agent further testified that the tenant failed to pay rent in full for the month of June, 2016, and the landlord worked with the tenant to catch up on arrears. Arrears are presently \$1,991.30 from June, 2016 to August, 2016. The tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, and the tenant has not served the landlord with an application for dispute resolution disputing the notice.

**The landlord's witness** is a program manager for the landlord and testified that he personally served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on July 6, 2016, a copy of which has been provided. It is dated July 6, 2016 and contains an effective date of vacancy of July 16, 2016 for unpaid rent in the amount of \$794.30 that was due on July 1, 2016. The tenant has not served the landlord's witness with an application for dispute resolution disputing the notice.

### Analysis

The *Residential Tenancy Act* states that if a tenant does not dispute a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the notice) by filing an application for dispute resolution and serving the landlord within 5 days of receipt of the notice, the tenant is conclusively presumed to have accepted the end of the tenancy. I accept the undisputed testimony of the landlord's witness that the tenant was served with the notice on July 6, 2016. I also accept the undisputed testimony of the landlord's agent and the landlord's witness that the landlord has not been served with an application for dispute resolution by the tenant disputing the notice, and I have no such application before me. Therefore, I find that the tenant is conclusively presumed to have accepted the end of the tenancy and the landlord is entitled to an Order of Possession.

Since the effective date of vacancy contained in the notice has passed, I grant the Order of Possession on 2 days notice to the tenant.

### Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord on 2 days notice to the tenant. This order is final and binding and may be enforced.

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: August 30, 2016

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Residential Tenancy Branch