



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Leaser Victory Investment Co Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR

Introduction

This hearing was convened in response to an application by the Landlord pursuant to Section 55 of the *Residential Tenancy Act* (the “Act”) for an Order of Possession.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not participate in the conference call hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Background and Evidence

The tenancy started on July 15, 2013. Rent of \$720.00 was payable on the first day of each month. The unit was purchased by the current Landlord in 2014 and as of July 1, 2015 the rent was increased to \$738.00. At the outset of the tenancy the Landlord collected \$360.00 as a security deposit. The Tenant failed to pay the full rent owed for July 2016 and on July 13, 2016 the Landlord served the Tenant with a 10 day notice to end the tenancy for unpaid rent (the “Notice”). The Tenant did not dispute the Notice. The Tenant has since paid the arrears and also the rent for August and September 2016. The Landlord issued receipts for these rental amounts and noted on the receipts that the monies were being accepted for “use and occupancy only.” The Tenant has not

moved out of the unit and the Landlord asks for an order of possession effective September 30, 2016.

Analysis

Section 46 of the Act requires that upon receipt of a 10 notice to end tenancy for unpaid 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 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. Based on the undisputed evidence of the Landlord I find that the Landlord gave the Tenant the Notice and the Tenant did not dispute the Notice. As a result I find that the Landlord is entitled to an order of possession.

Conclusion

I grant an Order of Possession to the Landlord effective 1:00 p.m. on September 30, 2016.

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: September 22, 2016

Residential Tenancy Branch