



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RAAMCO INTERNATIONAL PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR

Introduction

On July 28, 2016, the Landlord submitted an Application for Dispute Resolution for an order of possession due to unpaid rent. The matter was set for a conference call hearing. The Landlord attended the teleconference hearing; however, the Tenant did not. The Landlord testified that he served the Tenant with the Application for Dispute Resolution and Notice of Hearing, by posting the Notice to the Tenant's door on August 8, 2016. The Landlord testified that the Tenant came to his office within the rental property the day after he posted the Notice and the parties discussed the upcoming hearing. Pursuant to section 89 and section 90 of the Act, I find that the Tenant has been duly served with the Notice of Hearing.

The Landlord was provided the opportunity to present his 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

The tenancy agreement provided by the Landlord indicates that the tenancy began on October 1, 2000. Current Rent in the amount of \$770.00 is payable on the first of each month.

The Landlord testified that the Tenant failed to pay all the rent for July 2016.

The Landlord testified that he served a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated July 6, 2016("the Notice") on the Tenant on July 6, 2016, by posting it to the Tenant's door.

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 Notice states the Tenant has failed to pay rent in the amount of \$505.00.

There is no evidence before me that that the Tenant made an application to dispute the Notice.

The Landlord testified that the Tenant made a partial payment of rent in the amount of \$300.00 on July 16, 2016. The Landlord testified that the Tenant paid the remaining rent in the amount of \$205.00 on August 20, 2016.

The Landlord testified that he issued a receipt to the Tenant that states “*this does not reinstate the tenancy. For use and occupancy only.*” The Landlord is seeking an order of possession.

Analysis

Based on the evidence before me, and the testimony of the Landlord, and on a balance of probabilities, I find that the Tenant did not pay the outstanding rent within five days of receiving the Notice, 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 within 5 days of receiving the 10 Day Notice and did not file to dispute the Notice. The Tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the Notice.

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: September 26, 2016

Residential Tenancy Branch

