



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COMMUNITY BUILDERS GROUP
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 the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession for Unpaid Rent - Section 55

Under affirmed affirmation the landlord's representative testified that on August 24, 2016 they posted the Notice of Hearing for today's teleconference proceeding by attaching it to the tenant's door. I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by posting it to their door in accordance with Section 89(2) of the Residential Tenancy Act (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 notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Background and Evidence

The landlord's undisputed testimony is as follows. Rent for this tenancy in the amount of \$450.00 is payable in advance on the first day of each month. The tenant failed to pay rent in the month of June 2016 and on June 02, 2016 the landlord served the tenant with a notice to end tenancy for non-payment of rent by posting it to their door. In June and July 2016 the tenant made only partial payments of rent: remaining in arrears. On August 02, 2016 the

landlord served the tenant with a notice to end tenancy for non-payment of rent by posting it to their door, stating that on August 01, 2016 the tenant was in arrears in the amount of \$2075.00. The landlord provided proof of service documents in respect to both Notices to End. The tenant made partial payments on August 11 and August 29, 2016 in the sum of \$450.00 which was received by the landlord *for use and occupancy only*. The landlord provided the tenant receipts stating same. The tenant further failed to pay all rent in the months of September and October 2016. The landlord seeks solely to end the tenancy.

Analysis

Based on the landlord's evidence I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant has not paid the outstanding rent and has not applied for Dispute Resolution to dispute the notice and is therefore conclusively presumed 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.

As a result, I **grant an Order of Possession** to the landlord **effective 2 days from the day it is served** on the tenant. The tenant must be served with this Order of Possession. Should the tenant fail to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

Conclusion

The landlord's application is granted.

This Decision is final and binding on both parties.

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: October 17, 2016

Residential Tenancy Branch

