



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute codes OPR

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order of possession for unpaid rent and utilities pursuant to section 55;

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 11:15 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 11:00 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions.

The landlord testified that on October 20, 2016, he served the tenant with a copy of the Application for Dispute Resolution and Notice of Hearing by posting a copy to the door of the rental unit.

Based on the above evidence, I am satisfied that the tenant was deemed served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenant.

### Issues

Is the landlord entitled to an order of possession for unpaid rent?

### Background and Evidence

The rental unit is a double unit in a single room occupancy hotel. The landlord has separate tenancy agreements with the two occupants of this double unit. The tenancy subject to this dispute began on May 1, 2016 with a monthly rent of \$400.00 payable on the 1<sup>st</sup> day of each month. The tenant paid a security deposit of \$200.00 at the start of the tenancy.

The landlord testified that on September 16, 2016 the tenant was served with the 10 day Notice to End Tenancy for unpaid rent or utilities by posting a copy to the door of the rental premises. A witnessed proof of service of this Notice was provided with the application. The landlord

testified that the tenant did not pay the outstanding amount of rent as indicated in the Notice within five days of service of the Notice. The landlord testified the tenant has consistently paid only \$325.00 in rent each month even though the monthly rent amount agreed to is \$400.00.

### Analysis

I am satisfied that the tenant was deemed served with the 10 day Notice to End Tenancy on September 19, 2016, three days after its posting, pursuant to sections 88 & 90 of the Act.

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of 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, as in the present case, 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, September 29, 2016.

I accept the landlord's uncontested evidence and find that the tenant was obligated to pay monthly rent in the amount of \$400.00 and failed to pay the amount of rent arrears as indicated on the Notice within 5 days upon receipt of the Notice.

Therefore, I find that the landlord is entitled to an Order of Possession pursuant to section 55 of the Act.

### Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: November 17, 2016

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Residential Tenancy Branch