



Dispute Resolution Services

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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* ("Act") for an Order of Possession for unpaid rent pursuant to section 55.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant spoke for himself with the assistance of the co-tenant.

As both parties were in attendance I confirmed that there were no issues with service of the landlord's 10 Day Notice, the landlord's application for dispute resolution or either party's evidentiary materials. The tenant confirmed receipt of the landlord's materials. In accordance with sections 88 and 89 of the *Act*, I find that the tenant was duly served with copies of the landlord's 10 Day Notice, the landlord's application and evidence.

At the outset of the hearing the parties confirmed that this tenancy falls under the *Act*. The landlord testified that the initial application erroneously indicated this application is being made under the *Manufactured Home Park Tenancy Act*. Pursuant to my power to amend an application under section 64(3) of the *Act*, I amend the landlord's application for dispute resolution to make this application under the appropriate *Act*.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?

Background and Evidence

The parties agreed on the following facts. This periodic tenancy began in January, 2016. The current rent is \$600.00 payable on the first of the month. A security deposit of \$250.00 was paid at the start of the tenancy and still held by the landlord.

The landlord testified that at the time the 10 Day Notice was issued the tenant owed, \$300.00 for April rent. The landlord testified that the tenant has not made payment since the 10 Day Notice was issued nor are they aware of the tenant having filed a dispute of the 10 Day Notice. The tenant testified that he has not paid the balance of the \$300.00 April rent, nor has he filed an application for dispute resolution.

Analysis

I find that the tenant was obligated to pay the monthly rent in the amount of \$600.00. I accept the parties' evidence that the tenant failed to pay the full rent due within the 5 days of service granted under section 46(4) of the *Act* nor did the tenant dispute the 10 Day Notice within that 5 day period. Accordingly, I find that the tenant is conclusively presumed under section 46(5) of the *Act* to have accepted that the tenancy ended on the corrected effective date of the 10 Day Notice, April 12, 2017. 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 **2 days after service on the tenants**. Should the tenant or anyone on the premises 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: May 23, 2017

Residential Tenancy Branch