



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes CNR

Introduction

A hearing was convened to deal with the tenant's application under the *Residential Tenancy Act* (the "Act") to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated May 3, 2017 (the "10 Day Notice").

The tenant did not attend the hearing of her own application. The landlord's agent attended and was given a full opportunity to be heard, to present affirmed testimony and documentary evidence, and to make submissions.

The landlord's agent advised that she sent responsive evidence to the tenant by registered mail on May 29, 2017, and had confirmation through Canada Post that the tenant had received this. She provided a tracking number for the registered mail package.

Issues to be Decided

Is the tenant entitled to an order cancelling the 10 Day Notice?

If not, is the landlord entitled to an order of possession for unpaid rent?

Background and Evidence

According to the landlord's affirmed and undisputed testimony and the tenancy agreement in evidence, this tenancy began March 15, 2015. Monthly rent is currently \$848.00, payable on the first day of each month.

The landlord testified that the 10 Day Notice was served on the tenant on May 3, 2017 by posting it on the rental unit door. The tenant filed her application to dispute the 10 Day Notice on May 5, 2017.

The landlord further testified that as of the date of the 10 Day Notice, the tenant owed \$563.00. The landlord advised that the tenant most of the amount owing on or about June 3, 2017, and that only \$117.00 remains outstanding, consisting of a late payment fee and additional rent increases over several months.

Analysis

The landlord provided undisputed evidence at this hearing, as the tenant did not attend. Based on the landlord's undisputed testimony and the tenant's application itself, I find that the tenant was served with the 10 Day Notice no later than May 5, 2017 (the date of the tenant's application).

I accept the landlord's undisputed testimony that monies remain outstanding and that the tenant did not make any payment within five days of receipt of the 10 Day Notice.

Section 46(5) of the Act provides that if a tenant has not paid outstanding rent in full or applied to dispute a 10 Day Notice within five days of receipt of the 10 Day Notice, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the notice, and must vacate the rental unit by that date.

Here, the tenant has make an application pursuant to section 46(4) within five days of receipt of the 10 Day Notice. However, she has not attended to dispute the 10 Day Notice and has therefore offered no reason to cancel it.

Accordingly, the tenant's application is dismissed and the landlord's 10 Day Notice is upheld. This tenancy ended on May 15, 2017, the corrected effective date of the 10 Day Notice. The tenant and anyone on the premises was required to vacate the premises by that date. As this has not occurred, and as monies remain outstanding, I find that the landlord is entitled to a two (2) day order of possession, pursuant to section 55 of the Act. I find that the landlord's 10 Day Notice complies with section 52 of the Act.

Conclusion

I grant an order of possession to the landlord effective **two (2) days after service on the tenant**. Should the tenant or anyone on the premises fail to comply with this order, it 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 Act. Pursuant to s. 77, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: June 14, 2017

Residential Tenancy Branch