



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding FIRM MANAGEMENT CORP.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR

### Introduction

This matter dealt with an application by the Landlord for an Order of Possession.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the “hearing package”) by registered mail on December 7, 2017. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance. It should be noted the Tenant dialled into the hearing late at the 10 minute mark.

### Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?
2. Is the Landlord entitled to an Order of Possession?

### Background and Evidence

This tenancy started on March 1, 2015 as a 12 month fixed term tenancy and then continued on a month to month basis. Rent is \$775.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$375.00 on February 5, 2015.

The Landlord said that the Tenant has unpaid rent for September, October, November, December, 2017 and for January, 2018 in the total amount of \$3,420.00. The Landlord continued to say he issued a 10 day Notice to End Tenancy for Unpaid Rent or Utilities dated November 2, 2017 on November 2, 2017 by posting the Notice on the door of the Tenant’s rental unit. The Landlord said the Tenant is in the rental unit and he is requesting to end the tenancy and to obtain an Order of Possession for as soon as possible.

Further the Landlord said he may apply at a later date for a monetary order for unpaid rent and to retain the Tenant's security deposit but these items were not included in this application.

The Tenant said he does not dispute the unpaid rent and he said he understands that if "you don't pay you don't stay in the rental unit".

### Analysis

Section 46(4) of the Act states that **within 5 days of receiving** a Notice to End Tenancy for Unpaid Rent or Utilities, a Tenant must pay the overdue rent or apply for dispute resolution. If the Tenant fails to do either of these things, then under section 46(5) of the Act, they are conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice and they must vacate the rental unit at that time. The effective vacancy date on the Notice to End Tenancy is November 15, 2017.

Under s. 90 of the Act, the Tenant is deemed to have received the Notice to End Tenancy 3 days after it was posted, or on November 5, 2017. Consequently, the Tenant would have had to pay the amount stated on the Notice or apply to dispute that amount no later than November 10, 2017.

I find that the Tenant has not paid the overdue rent and has not applied for dispute resolution. Consequently, I find pursuant to s. 55(2)(b) of the Act that the Landlord is entitled to an Order of Possession to take effect 48 hours after service of it on the Tenant.

### Conclusion

An Order of Possession effective 2 days after service of it on the Tenant has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Order of Possession may be enforced in 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*.

January 10, 2018

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Residential Tenancy Branch