



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Arias & Associates Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

OPR

Introduction

This is the Landlord's Application for Dispute Resolution seeking an Order of Possession for unpaid rent. This matter was considered by way of the Direct Request Process on March 21, 2018. The Adjudicator ordered that the matter be reconvened in order that questions could be asked and answered with respect to the Landlord's Application. An Interim Decision was made on March 21, 2018, which should be read in conjunction with this Decision.

The Application was adjourned to April 12, 2018, at 9:30 a.m., be teleconference. The Landlord's agent LR attended the reconvened Hearing and gave affirmed testimony.

LR testified that he served the Tenant with the Notice of Reconvened Hearing, the Interim Decision and other required documents, by registered mail, sent on March 24, 2018. LR provided the tracking number for the registered documents. A search of the Canada Post Tracking System provides that the Tenant signed for the documents on March 28, 2018. I am satisfied that the Tenant was duly served.

The teleconference remained open and monitored for 12 minutes, but the Tenant did not attend the Hearing and the matter continued in his absence.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

Background and Evidence

The Interim Decision issued on March 21, 2018, sets out the background with respect to the tenancy agreement and the Notice to End Tenancy.

I questioned LR about the tenancy agreement, which was not signed by the Tenant. He stated that the Tenant moved into the rental unit on or about October 1, 2017, but has not paid any rent at all since he moved in. LR confirmed that the terms of the tenancy were agreed upon as set out in the tenancy agreement.

LR stated that he is not seeking a monetary award at this time and that he “just wants the Tenant out”. He stated that the Tenant is still living in the rental unit.

Analysis

The Act defines a tenancy agreement as:

"tenancy agreement" means an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and services and facilities, and includes a licence to occupy a rental unit."

Based on LR's undisputed affirmed oral testimony and the documentary evidence provided in support of the Landlord's Application, I find that:

1. The parties had an oral tenancy agreement with monthly rent of \$3,000.00, due on the first day of each month, commencing October 1, 2017;
2. The Tenant is deemed to have received the Notice to End Tenancy on February 27, 2018, which is 3 days from the date that the Notice was posted to the Tenant's door;
3. The Tenant has not paid rent or made an application to cancel the Notice.
4. Pursuant to the provisions of Section 46 of the Act, the Tenant is conclusively presumed to have accepted that the tenancy ended on March 10, 2018; and
5. The Tenant is overholding and therefore the Landlord is entitled to an Order of Possession two days after service of the Order upon the Tenant.

Conclusion

The Landlord is hereby provided with an Order of Possession effective 2 days after service of the Order upon the Tenant. This Order 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*.

Dated: April 12, 2018

Residential Tenancy Branch