



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding TRINET HOLDINGS INC.  
and [tenant name suppressed to protect privacy]

## **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 pursuant to section 55.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed receipt of the notice of hearing package and the landlord's submitted documentary evidence in person on June 13, 2018. The tenants confirmed that no documentary evidence was submitted. Neither party raised any issues with service. As both parties have attended and confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been sufficiently served as per section 90 of the Act.

### Issue(s) to be Decided

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

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

Both parties agreed that there is no signed tenancy agreement, but that a verbal tenancy was made. Both parties confirmed that the landlord served the tenants with a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) dated June 3, 2018 in person with a witness on June 3, 2018. The 10 Day Notice states that the tenants

failed to pay rent of \$9,600.00 that was due on May 31, 2018 and sets out an effective end of tenancy date of June 14, 2018. The landlord has submitted a copy of a completed proof of service document which confirmed service in this manner on June 3, 2018. The landlord seeks an order of possession for unpaid rent. The tenants dispute the amount of unpaid rent and confirmed that after receiving the 10 Day Notice, no action was taken after reading it. The tenants confirmed in their direct testimony that they understood the contents of the 10 Day Notice and were ready to move out.

### Analysis

Pursuant to section 46 of the Act, a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end tenancy effective on a date that is not earlier than ten days after the date the tenant receives the notice.

The tenants confirmed that the outstanding rent was not paid within five days of receiving the 10 Day Notice. The tenants have not made an application pursuant to subsection 46(4) of the Act within five days of receiving the 10 Day Notice. In accordance with subsection 46(5) of the Act, the tenants' failure to take either of these actions within five days led to the end of their tenancy on the effective date of the notice. In this case, this required the tenant to vacate the premises by June 14, 2018. As that has not occurred, I find that the landlord is entitled to a two-day order of possession.

### Conclusion

The landlord is granted an order of possession.

Should the tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: July 11, 2018

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Residential Tenancy Branch