



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR

### Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- An Order of Possession pursuant to Sections 46 and 55;

The tenant did not attend the hearing. I kept the teleconference line open from the time the hearing was scheduled for ten minutes to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct participant code for the tenant had been provided.

The landlord attended the hearing and provided affirmed testimony. The landlord was given the opportunity to make submissions as well as present oral and written evidence.

The landlord testified the tenant was served with the Notice of Hearing and Application for Dispute Resolution when the landlord personally served the tenant on May 31, 2018. Pursuant to Section 89, I find the tenant was served with the Notice of Hearing and Application for Dispute Resolution on May 31, 2018.

### Issue to be Decided

- Is the landlord entitled to an Order of Possession pursuant to Section 46 and 55 of the *Act*?

### Background and Evidence

The landlord testified as follows and submitted the following documents as stated:

- The parties entered into a residential tenancy agreement which was signed by the landlord and the tenant indicating a monthly rent of \$350.00, due on the first day of each month, for a tenancy commencing on March 12, 2018. The landlord testified the landlord received \$175.00 from the tenant as a security deposit at the time of signing the agreement. The landlord retains the security deposit.
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent of Utilities ("10-Day Notice") dated April 3, 2018, for \$569.51 in unpaid rent was submitted as evidence. The 10 Day Notice provides the tenant had five days from the date received to pay the rent in full or apply for Dispute Resolution or the tenancy would end on the stated effective vacancy date of April 15, 2017; and
- A copy of a witnessed Proof of Service Notice to End Tenancy form which indicates that the 10 Day Notice was posted to the tenant's door on April 3, 2018

The landlord testified the tenant has not paid rent after service of the 10-Day Notice and \$1,320.96 is currently owing. The landlord testified the tenant continues to occupy the premises and has not disputed to 10-Day Notice.

### Analysis

I have reviewed all documentary evidence and testimony. I find the form and content of the 10-Day Notice complies with Section 52 of the *Act*. I am satisfied the tenant was served with the 10-Day Notice on April 6, 2018 in accordance with Section 88 and 90 of the *Act*.

I am satisfied the tenant has not paid the overdue rent or disputed the 10-Day Notice within the five-day period following service. Therefore, pursuant to Section 46(5), the tenant is conclusively presumed to have accepted the tenancy ends on the effective date of the notice requiring the tenant to vacate the rental unit by that date.

### Conclusion

I grant the landlord an Order of Possession effective two days after service on the tenant. This Order must be served on the tenant.

If the tenant fails to comply with this Order, the landlord may file the Order with the Supreme Court of British Columbia to be 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: August 7, 2018

---

Residential Tenancy Branch