



Dispute Resolution Services

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Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding ATIRA PROPERTY MANAGEMENT INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, FFL

Introduction

On August 29, 2018, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") for an order of possession of the rental unit based on the issuance of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities.

The matter was set for a conference call hearing at 9:30 a.m. on this date. The Landlord attended the teleconference hearing; however, the Tenant did not.

The Landlord testified that he served the Tenant with the Application for Dispute Resolution and Notice of Hearing, by registered mail sent on September 10, 2018. A Canada Post registered mail tracking number was provided as evidence of service. The Landlord testified that the registered mail was not picked up, so they served a copy of the Notice of Dispute Resolution Proceeding to the Tenant in person on October 12, 2018. I find that the Tenant has been duly served with the Notice of Dispute Resolution Proceeding in accordance with sections 89 and 90 of the Act.

The Landlord was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions at the hearing.

Issues to be Decided

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

Background and Evidence

The Landlord testified the tenancy began in April 2017. Rent in the amount of \$375.00 is to be paid by the first day of each month.

The Landlord served a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities ("the 10 Day Notice") on the Tenant by posting the Notice on the Tenant's door on July 16, 2018.

The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice. The Notice states that the Tenant has failed to pay rent in the amount of \$1,875.00.

There is no evidence before me that that the Tenant made an application to dispute the 10 Day Notice.

The Landlord testified that the Tenant did not pay the outstanding rent within five days of receiving the 10 Day Notice.

Analysis

Based on the evidence before me, and the testimony of the Landlord, and on a balance of probabilities, I find that the Tenant has not paid the outstanding rent within five days of receiving the 10 Day Notice, and did not apply to dispute the Notice, and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the Landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective two days after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

Conclusion

The Tenant failed to pay rent owing under the tenancy agreement and did not file to dispute the 10 Day Notice. The Tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the Notice.

The Landlord is granted an order of possession effective two days after service on the Tenant and I grant a monetary order for the cost of the filing fee in the amount of \$100.00.

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: October 16, 2018

Residential Tenancy Branch