



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR

### Introduction

This decision pertains to the landlord's application for dispute resolution made on October 29, 2018, under the *Residential Tenancy Act* (the "Act"). The landlord seeks an order of possession for unpaid rent. A dispute resolution hearing was convened on December 6, 2018, and the landlord and his secretary attended the hearing before me. They were given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses. The tenant failed to attend.

The landlord and his witness testified that the Notice of Dispute Resolution Proceeding package was delivered and served on the tenant by Canada Post registered mail on October 30, 2018. I find that the tenant was properly served with the Notice of Dispute Resolution Proceeding package pursuant to section 89 of the Act.

While I have reviewed all oral and documentary evidence submitted, only relevant evidence pertaining to the issue of this application is considered in my decision.

### Issue to be Decided

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

### Background and Evidence

The landlord testified that the tenancy commenced approximately a year ago. Monthly rent is \$2,200.00 which is due on the first of the month. The tenant did not pay a security or pet damage deposit. There is no written tenancy agreement.

Regarding the landlord's application, the landlord testified that the tenant has not paid full rent since August 2018, with only partial payments in August and September, and zero payment of rent for October, November and December 2018.

On October 17, 2018, the landlord served a 10 Day Notice to End Tenancy for Unpaid Rent by putting it in the mailbox, pursuant to and in compliance with section 88(f) of the Act. Service was executed by the landlord himself and was witnessed by a third party individual ("A.R."). A copy of the 10 Day Notice to End Tenancy was submitted into evidence, along with a Proof of Service document confirming the landlord's and witness' testimony.

### Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Section 26 of the Act requires that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, the regulations or the tenancy agreement, unless the tenant has a right under the Act to deduct all or a portion of the rent.

Pursuant to section 46 of the Act, the Notice informed the tenant that the Notice would be cancelled if the rent was paid within five days of service. The notice also explains that the tenant had five days from the date of service to dispute the Notice by filing an Application for Dispute Resolution.

The landlord testified, and provided documentary evidence to support his submission, that the tenant did not pay rent when it was due. There is no evidence that the tenant applied to cancel the 10 Day Notice.

Taking into consideration all of the evidence and unchallenged testimony presented before me, and applying the law to the facts, I find on a balance of probabilities that the landlord has met the onus of proving his claim.

Given the above, and pursuant to sections 46 and 55 of the Act, I hereby grant an order of possession to the landlord.

Conclusion

I hereby grant the landlord an order of possession of the rental unit. This order must be served on the tenant and is effective two (2) days after service. This order may be filed in, and enforced as an order of, 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 Act.

Dated: December 6, 2018

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Residential Tenancy Branch