



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR-DR

Introduction

This hearing, reconvened from a Direct Request proceeding, dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for an Order of Possession pursuant to section 55.

The tenant did not attend this hearing which lasted approximately 15 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. The landlord attended, assisted by a friend who provided some interpretation and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord testified that they personally served the tenant with the Notice of Hearing on October 12, 2019 in the presence of a witness. Based on the evidence I find that the tenant was served with the notice of hearing on October 12, 2019 in accordance with section 89 of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Background and Evidence

The landlord testified that monthly rent for this periodic tenancy is \$935.00 payable on the first of each month. The rental unit is a basement suite in a detached home and the landlord occupies the main floor suite.

There was an arrear of \$215.00 as at September 9, 2019 when the landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent. The landlord testified that the 10 Day Notice was served personally on the tenant on September 10, 2019. The landlord submitted into evidence a signed Proof of Service form as evidence of service. The tenant has provided their signature on the Proof of Service confirming service of the 10 Day Notice of September 9, 2019.

The landlord testified that the tenant made no payment against the arrear amount nor are they aware of the tenant filing an application to dispute the 10 Day Notice.

Analysis

I find that the tenant was obligated to pay the monthly rent in the amount of \$935.00. I accept the evidence that there was an arrear of \$215.00 as at September 9, 2019, the date of the 10 Day Notice. I accept the evidence that the tenant failed to pay the full rent due within the 5 days of service granted under section 46(4) of the *Act* nor did the tenant dispute the 10 Day Notice within that 5 day period. Accordingly, I find that the tenant is conclusively presumed under section 46(5) of the *Act* to have accepted that the tenancy ended on the effective date of the 10 Day Notice, September 20, 2019. Therefore, I find that the landlord is entitled to an Order of Possession, pursuant to section 55 of the *Act*. As the effective date of the notice has passed I issue an Order of Possession enforceable 2 days after service.

Conclusion

I grant an Order of Possession to the landlords effective **2 days after service on the tenant**. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed 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 *Residential Tenancy Act*.

Dated: November 8, 2019

Residential Tenancy Branch