



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Remax Little Oak Realty and
[tenant name suppressed to protect privacy]

DECISION

Introduction

This hearing was convened in response to an application by the Tenants and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenants applied on July 5, 2022 for:

1. An Order cancelling a notice to end tenancy - Section 46.

The Landlord applied on July 7, 2022 for:

1. An Order of Possession - Section 55; and
2. An Order for the recovery of the filing fee - Section 72.

The Tenant did not attend the hearing to pursue their application. I therefore dismiss the Tenant’s application. I accept the Landlord’s evidence that each Tenant was served with the Landlord’s application for dispute resolution, notice of hearing and evidence (the “Hearing Package”) by registered mail on July 21, 2022 in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Tenants are deemed to have received the Hearing Package on July 26, 2022. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Background and Evidence

The tenancy under written agreement started on June 15, 2022. Rent of \$1,800.00 is payable on the first day of each month. No security deposit was paid. The Tenants did not pay rent for June 2022 and on June 29, 2022 the Landlord served the Tenants in person with a 10-day notice to end tenancy for unpaid rent dated June 29, 2022 (the "Notice"). The Notice sets out unpaid rent of \$900.00 due June 15, 2022. The Tenant has not fully moved out of the unit and the Landlord only seeks an order of possession. The Landlord withdraws the claim for recovery of the filing fee.

Analysis

Section 55(1) provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, an order of possession must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenant's application is dismissed or the landlord's notice is upheld. Section 52 of the Act provides that in order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

Given the supporting evidence of a copy of the Notice I find that the Notice complies in form and content. Given the Landlord's undisputed evidence of unpaid rent I find that the Notice is valid. The Landlord is therefore granted an order of possession.

Conclusion

I grant the Landlord an Order of Possession effective 2 days after its service on the Tenants. The Tenants must be served with this **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 Act.

Dated: November 24, 2022

Residential Tenancy Branch