



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes OPR

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the *Residential Tenancy Act* (the “Act”) for an order of possession, based on for a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “Notice”) issued on March 11, 2023.

The landlord at attended the hearing, gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Although served with the Application for Dispute Resolution and Notice of Hearing, by a process server, in person, on April 11, 2023. The tenant did not appear. I find that the tenant has been duly served in accordance with the Act. Filed in evidence is a copy of proof of service signed by the process server and a witnessed.

Issues to be Decided

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

Background and Evidence

The tenancy began on August 1, 2022. Rent in the amount of \$1,100.00 was payable on the first of each month. A security deposit of \$550.00 was paid by the tenant.

The landlord testified that the tenant did not pay rent for March 2023 and was served with the Notice, in person, which was also signed by the tenant and witnessed by a 3rd party. Filed in evidence is a copy of the Notice, that complies with section 52 of the Act.

The landlord testified that the tenant did not pay rent or dispute the Notice and the tenant has failed to pay subsequent rent for April and May 2023.

Filed in evidence are various text messages between the parties, which the tenant stated they would be moving.

Analysis

Based on the above, the undisputed testimony, and evidence, and on a balance of probabilities, I find as follows:

The tenant has not paid the outstanding rent 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.

Conclusion

The tenant failed to pay rent and did not file to dispute the notice to end tenancy. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlord is granted an order of possession.

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: May 19, 2023

Residential Tenancy Branch