



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR

### Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession for unpaid rent.

The landlord participated in the hearing and provided affirmed testimony. He testified that he served the Notice of a Dispute Resolution Hearing to the tenant by way of registered mail sent on September 27<sup>th</sup>, 2011, and provided a Canada Post tracking number. The tenant did not participate and the hearing proceeded in the tenant's absence.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

### Background and Evidence

The rental unit consists of a duplex. Pursuant to a written agreement, the month to month tenancy started on January 31<sup>st</sup>, 2011 when this tenant moved into the rental unit with his girlfriend. The rent is \$450.00 per month and the tenants paid a security deposit of \$225.00.

The landlord stated that the couple split up and failed to pay rent for September 2011. He said that H.H. asked to be issued with an eviction notice. The landlord served H.H. with a 10 Day Notice to End Tenancy on September 2<sup>nd</sup>, 2011, and said that he has not heard from either tenant since. In his documentary evidence, the landlord provided a copy of the Notice with proof of service made by dropping the notice in the tenant's mailbox.

The landlord said that he believes that the tenant left the unit, however he cannot tell because the blinds are closed.

### Analysis

I accept the landlord's undisputed testimony that he served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing.

Section 46(5) of the *Residential Tenancy Act* provides that if a tenant who has received a notice to end tenancy for non-payment of rent does not pay the rent or makes an application for dispute resolution within 5 days, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit by that date. The tenant in this matter has not filed an application for dispute resolution.

On that basis I find the landlord entitled to an Order of Possession.

### Conclusion

I grant the landlord an Order of Possession effective two days from the date the order is served upon the tenant.

This 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 *Residential Tenancy Act*.

Dated: October 25, 2011.

---

Residential Tenancy Branch