



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes OP MNR MNSD FF

Introduction

This hearing dealt with an application by the landlord for an order of possession for unpaid rent. The hearing was conducted by conference call. The landlord called in and participated in the hearing. The tenant did not appear although he was served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on May 9, 2012.

Issues

Is the landlord entitled to an order of possession?

Background and Evidence

This tenancy began on April 1, 2012. The rent is \$700.00 due in advance on the first day of each month. The landlord requested a \$700.00 security deposit, but the tenant paid a security deposit of \$360.00 at the start of the tenancy. The tenant did not pay the full rent for May when it was due. He paid the landlord the sum of \$250.00 on account of May rent. On May 3, 2012 the landlord served the tenant with a Notice to End Tenancy for non-payment of rent by posting it on the door of the rental unit. On May 3rd the tenant arrived at the rental unit and took the Notice from the door in the landlord's presence. The tenant has not paid the full rent for May and he did not file an application to dispute the Notice to End Tenancy.

Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If, as in the present case, the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice.

Conclusion

Order of Possession - Based on the above background, evidence and analysis I find that the landlord is entitled to an order of possession 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 landlord did not request a monetary order for unpaid rent and I make no order with respect to unpaid rent or with respect to the security deposit.

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 30, 2012.

Residential Tenancy Branch