



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord to obtain an Order of Possession for unpaid rent and to recover the cost of the filing fee from the Tenant for this application.

Service of the hearing documents, by the Landlord's Agent to the Tenant, was done in accordance with section 89(2) of the *Act* on May 28, 2012 when they were posted to the Tenant's door. Based on the submission of the Landlord's Agents I find the Tenant was sufficiently served notice of this proceeding.

The Landlord's Agents appeared at the teleconference hearing and gave affirmed testimony. No one appeared on behalf of the Tenant despite her being served notice of this proceeding in accordance with the *Act*. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. Is the Landlord entitled to an Order of Possession?

Background and Evidence

The Agent affirmed the Tenant entered into a fixed term tenancy that began on February 1, 2012 and is scheduled to end on June 30, 2012. The market value rent for this unit is \$643.00 however the Tenant is required to pay a subsidized amount of \$555.00 which is due on the first of each month. No security deposit was collected.

The Agents submitted a copy of a 10 Day Notice to End Tenancy and advised that the Tenant was sent the Notice on May 8, 2012 via regular mail. They advised that the Notice indicates an amount of \$610.00 that was due May 1, 2012 which is comprised of \$55.00 owing for April 2012 plus \$555.00 owing for May 1, 2012. The Tenant has remained in the rental unit and has not paid anything since the issuance of the Notice.

The Landlord is seeking an Order of Possession for as soon as possible.

Analysis

I find that in order to justify issuance of an Order of Possession under section 55 of the *Act*, the Applicant Landlord would be required to prove that the other party did not comply with the *Act*.

The evidence supports the Tenant has failed to pay her rent, in breach of section 26 of the *Act* which stipulates that a tenant must pay rent in accordance with the tenancy agreement. Accordingly, I find that the Landlord has met the requirements for the 10 day notice to end tenancy pursuant to section 46(1) of the *Act*, that the Tenant failed to pay the rent within 5 days after receiving this notice, and that the Tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, May 23, 2012 and must vacate the rental unit to which the notice relates pursuant to section 46(5) of the *Act*. Therefore, I approve the Landlord's request for an Order of Possession.

The Landlord has succeeded with their application; therefore I award recovery of the **\$50.00** filing fee.

Conclusion

I HEREBY FIND the Landlord is entitled to an Order of Possession effective **two days after service on the Tenant**. This Order is legally binding and must be served upon the Tenant.

The Landlord has been awarded a Monetary Order for **\$50.00**. This Order is legally binding and must be served upon the Tenant.

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: June 21, 2012.

Residential Tenancy Branch