



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PRAIRIE ISLAND PROPERTIES INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR

Introduction

This hearing was convened in response to an application by the landlord for an Order of Possession due to unpaid rent.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by posting it on the tenant's door in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Background and Evidence

Page 2 of the written tenancy agreement of this matter states that the rent is payable in advance on the **first** day of each month. The tenant failed to pay rent for the month of October 2013 and on October 19, 2013 the landlord served the tenant with a notice to end tenancy for non-payment of rent, by posting it on the tenant's door – deemed received October 22, 2013, with an effective date 10 days thereafter. The landlord's testimony is that the tenant did not pay the rent within the prescribed 5 days to do so, then failed to pay the rent for November 2013 when due, however paid \$1600.00 on November 15, 2013 which the landlord claims was for October 2013 rent and which they accepted for *use and occupancy only and not as a reinstatement of the tenancy* – as stated on the ancillary receipt for the amount paid.

Analysis

Based on the landlord's testimony and supporting document evidence I find that the tenant was served with a notice to end tenancy for non-payment of rent and I find the notice to be valid. The tenant did not pay the outstanding rent within 5 days of the deemed received date of the Notice and has not applied for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice 10 days after – November 01, 2013.

Based on the above facts I find that the landlord is entitled to an Order of Possession.

Conclusion

I grant an Order of Possession to the landlord effective 2 days from the day it is served on the tenant. The tenant must be served with this Order of Possession. Should the tenant 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 final and binding on both parties.

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: December 05, 2013

Residential Tenancy Branch

