



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR

Introduction

This hearing was convened by way of conference call concerning an application made by the landlords for an Order of Possession for unpaid rent or utilities.

Both landlords attended the hearing and one landlord gave affirmed testimony. However, despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents by registered mail on May 29, 2014, no one for the tenant attended. The line remained open while the phone system was monitored for in excess of 10 minutes prior to hearing any testimony, and the only participants who joined the call were the landlords. The landlord testified that the tenant was served on that date and in that manner and has provided a copy of the Canada Post receipt and tracking number as evidence, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

All evidence and testimony provided has been reviewed and is considered in this Decision.

Issues to be Decided

Are the landlords entitled under the *Residential Tenancy Act* to an Order of Possession for unpaid rent or utilities?

Background and Evidence

The landlord testified that the tenant lived in the rental unit with the landlords and then the landlords moved to another location and the tenant began renting the rental unit on a month-to-month basis effective August, 2013. Rent in the amount of \$1,325.00 per

month is payable on the 1st day of each month. The landlords did not collect a security deposit or pet damage deposit from the tenant.

The landlord further testified that the tenant paid rent for the first 2 months of the tenancy, but has not paid any since. The landlords served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities by registered mail on May 6, 2014. A copy of both pages of the 2-page notice and a copy of the Canada Post receipt and tracking number have been provided. The notice is dated May 6, 2014 and contains an expected date of vacancy of May 16, 2014. The notice states that the tenant has failed to pay rent in the amount of \$10,600.00 that was due on May 1, 2014 as well as utilities in the amount of \$1,000.00 following a written demand made on May 6, 2014. The landlord testified that the amount of rent is for 8 months, being October, 2013 to May, 2014.

The tenant has not paid any rent since the issuance of the notice and has not served the landlords with an Application for Dispute Resolution disputing the notice. The landlords seek an Order of Possession, but do not claim the monetary amount at this time.

Analysis

The *Residential Tenancy Act* states that a tenant who is served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities must pay the rent in full or dispute the notice within 5 days of the date of service. If the tenant does neither, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must move out by that date, which must be no less than 10 days after the date of service. The *Act* also states that documents served by Registered Mail are deemed to have been served 5 days later.

In this case, I find that the tenant is deemed to have been served with the notice on May 11, 2014 and the effective date of vacancy must be no sooner than May 21, 2014. The *Act* also states that incorrect effective dates contained in a notice to end tenancy are changed to the nearest date that complies with the *Act*, which I find is May 21, 2014.

I also accept that the tenant has not paid any rent since the issuance of the notice and the tenant did not dispute the notice. Therefore, I find that the tenant is conclusively presumed to have accepted the end of the tenancy and the landlords are entitled to an Order of Possession.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlords on 2 days notice to the tenant.

This order is final and binding and may be enforced.

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: July 02, 2014

Residential Tenancy Branch

