



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Vernon Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, ET, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for an Order of Possession and a monetary order for unpaid rent or utilities, for an order ending the tenancy early, and to recover the filing fee from the tenants for the cost of the application.

An agent for the landlord company attended the hearing, however, despite one of the named tenants being personally served with the Landlord's Application for Dispute Resolution and notice of hearing documents on November 18, 2014, no one for the tenants attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony, and the only participant who joined the call was the landlord's agent. The landlord's agent testified that the tenant was served on that date and in that manner, but has not served the other tenant.

During the course of the hearing, the landlord's agent withdrew the applications for a monetary order for unpaid rent, recovery of the filing fee, and for an early end to the tenancy.

Issue(s) to be Decided

The issue remaining to be decided is:

- Is the landlord entitled under the *Residential Tenancy Act* to an Order of Possession for unpaid rent or utilities?

Background and Evidence

The landlord's agent testified that this tenancy began on July 1, 2014. Rent in the amount of \$1,000.00 per month is payable in advance on the 1st day of each month. At

the outset of the tenancy the landlord collected a security deposit from the tenants in the amount of \$400.00 which is still held in trust by the landlord.

The landlord's agent further testified that the tenants failed to pay rent in full for the month of August, 2014 leaving a balance of \$700.00 owing to the landlord. The tenants further failed to pay any rent for the month of September and again failed to pay any rent for November, 2014. The landlord's agent personally served one of the tenants with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on November 5, 2014. A copy of the notice has been provided and it is dated November 5, 2014 and contains an expected date of vacancy of November 17, 2014 for unpaid rent in the amount of \$2,700.00 that was due on November 1, 2014. The tenants have not paid any rent since the issuance of the notice.

The landlord's agent also testified that he went to the rental unit to discuss the payment of rent with the tenants and another person answered the door stating that the person had rented the rental unit from the tenants. The person was not able to provide a rent receipt or any written proof that the person was in fact a tenant of the tenants. The tenants are not currently resident in the rental unit, and the landlord has not received any rent from the tenants or the current occupant.

The landlord has not been served with an application for dispute resolution by either tenant disputing the notice.

The landlord seeks an Order of Possession of the rental unit.

Analysis

The *Residential Tenancy Act* provides a tenant with 5 days from the date of service or deemed service to dispute a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities or to pay the rent in full. If the tenant does neither, the tenant is conclusively presumed to have accepted the end of the tenancy.

I have reviewed the notice and I find that it is in the approved form and contains information required by the *Act*. I also accept the oral testimony of the landlord's agent that one of the tenants was personally served with the notice, the rent has not been paid to the landlord, and that the landlord has not been served with an application for dispute resolution by either tenant disputing the notice. Therefore, I find that the tenants are conclusively presumed to have accepted the end of the tenancy and the landlord is entitled to an Order of Possession.

Conclusion

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

The balance of the landlord's application is hereby dismissed as withdrawn.

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 18, 2014

Residential Tenancy Branch

