



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Community Builders Group
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR

Introduction

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

An agent and a witness for the landlord attended the hearing and each gave affirmed testimony. However, despite being personally served with the Landlord's Application for Dispute Resolution and notice of hearing documents personally on February 26, 2015, no one for the tenant attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participants who attended the call were the landlord's agent and the landlord's witness. The landlord's agent testified that she personally served the documents to the tenant on that date and in that manner, 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.

Issue(s) to be Decided

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

Background and Evidence

The landlord's agent testified that the landlord company has had the rental building for about 5 months and the tenant was already a tenant at that time. No tenancy agreements have been provided, and the landlord's agent is not certain if any security deposit has been collected from the tenant.

Rent in the amount of \$525.00 per month is payable in advance on the 1st day of each month and the tenant has fallen into arrears. The landlord caused the tenant to be served on February 4, 2015 with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, a copy of which has been provided. The notice is dated February 4, 2015 and contains an expected date of vacancy of February 14, 2005 for unpaid rent in the amount of \$609.96 that was due on February 1, 2015.

The landlord has not been served with an Application for Dispute Resolution by the tenant disputing the notice, and the landlord seeks an Order of Possession. The landlord has not applied for a monetary order because the landlord does not have faith in collection.

The landlord's witness testified that she posted the notice to the door of the tenant's rental unit on February 4, 2015 and signed a Proof of Service document. A copy of that document has also been provided and it contains the name and signature of the witness as well as the name and signature of another person who witnessed the service.

Analysis

The *Residential Tenancy Act* states that once a tenant is served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, the tenant must pay the rent in full or dispute the notice within 5 days of service. If the tenant fails to do either, the tenant is conclusively presumed to have accepted the end of the tenancy and must move out of the rental unit by the effective date of vacancy, which must be no less than 10 days from the date of service or deemed service.

In this case, the landlord's witness testified that the notice was posted to the door of the rental unit on February 4, 2015. Documents served in that manner are deemed to have been served 3 days later, which I find is February 7, 2015. The tenant did not dispute the notice or pay the rent in full and I find that the landlord is entitled to an Order of Possession.

The effective date of vacancy contained in the notice is February 14, 2005. I suspect that to be a typing error, however having found that the notice was deemed to have been served on February 7, 2015, the earliest effective date would be February 17, 2015. The *Act* also states that incorrect effective dates contained in such a notice is changed to the nearest date that complies with the *Act*, which I find is February 17, 2015. That date has already passed and I grant the Order of Possession on 2 days notice to the tenant.

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 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: March 19, 2015

Residential Tenancy Branch

