



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Centennial Manor
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR

Introduction

In response to the landlord's direct request application for an order of possession for unpaid rent / and a monetary order as compensation for unpaid rent, an *ex parte* proceeding took place on November 18, 2015. In the Interim Decision of that same date, the Adjudicator found that the tenant was deemed to have received the Direct Request Proceeding documents on November 22, 2015, "the fifth day after their registered mailing." Further, for reasons set out in the Interim Decision the Adjudicator ordered, in part, as follows:

I order that the direct request proceeding be reconvened in accordance with section 74 of the Act. I find that a participatory hearing to be conducted by an Arbitrator appointed under the Act is required in order to determine the details of the landlord's application.

Notices of Reconvened Hearing are enclosed with this interim decision for the applicant to serve, with all other required documents, upon the tenants within three (3) days of receiving this decision in accordance with section 89 of the Act.

The participatory hearing was scheduled to begin at 11:30 a.m. on January 20, 2016, by way of teleconference call. The landlord attended and gave affirmed testimony. The tenant did not appear.

The Residential Tenancy Branch (the "Branch") computerized management system records that the Interim Decision was mailed to both parties on November 25, 2015, and that the Interim Decision mailed to the landlord included a Notice of Reconvened Hearing for her reference, in addition to a Notice of Reconvened Hearing for service on the tenant. The landlord testified that she received the aforementioned documents in the mail. However, it appears that the landlord failed to take note of her responsibility to serve the tenant with a Notice of Reconvened Hearing. Further, the landlord testified

that the tenant abandoned the unit sometime in early December 2015 without providing a forwarding address, and without making any further payment toward rent following issuance of the 10 day notice to end tenancy dated November 05, 2015.

Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation, or tenancy agreement.

Background and Evidence

The unit which is the subject of this dispute is 1 of what are a total of 27 units located within a 3 storey apartment building.

Pursuant to a written tenancy agreement, the fixed term of tenancy is from March 01, 2015 to February 28, 2016. Monthly rent of \$850.00 is due and payable in advance on the first day of each month, and a security deposit of \$425.00 was collected.

There are 2 tenants named on the tenancy agreement: female tenant "TJ" and male tenant "J-F T." The landlord testified that at the time when the agreement was signed by female tenant "TJ," male tenant "J-F T" was in the hospital. Subsequently, the landlord did not follow up with male tenant "J-F T" in order to have him sign the tenancy agreement. It is for these reasons that only female tenant "TJ's" signature appears on the tenancy agreement. Further, the landlord testified that female tenant "TJ" moved out of the unit within only "a couple of months" after the tenancy began. Thereafter, male tenant "J-F T" continued to reside in the unit.

Arising from rent which was unpaid when due on November 01, 2015, the landlord issued a 10 day notice to end tenancy for unpaid rent dated November 05, 2015. The notice was served by posting to the unit door on that same date. A copy of the notice was submitted in evidence. The date shown by when the tenant must vacate the unit is November 15, 2015. Subsequently, the tenant did not file an application to dispute the notice, the tenant made no further payment toward rent, and the tenant abandoned the unit sometime in early December 2015 without providing a forwarding address.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the

landlord, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent dated November 05, 2015. The tenant did not pay the outstanding rent within 5 days of receiving the notice, and did not apply to dispute the notice. The tenant is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the notice. Further, the tenant abandoned the unit sometime in early December 2015 and provided no forwarding address. In the result, I find that the landlord has established entitlement to an **order of possession**.

As to compensation, I find that the landlord has established a claim of **\$1,700.00**:

\$850.00: *unpaid rent for November 2015*

\$850.00: *unpaid rent for December 2015*

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **two (2) days** after service on the tenant. This order must be served on the tenant. 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.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,700.00**. This order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

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: January 20, 2016

Residential Tenancy Branch

