



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PROMPTON REAL ESTATE SERVICES INC  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MT, CNR, OLC

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the Act) for:

- more time to make an application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 66;
- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46; and
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62.

The tenant did not attend this hearing, although I waited until 1112 in order to enable the tenant to connect with this teleconference hearing scheduled for 1100. The landlord's agent attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The agent is an employee of the corporate landlord.

The landlord admitted service of the tenant's dispute resolution package.

The agent testified that the landlord served the evidence to the tenant by registered mail on 15 July 2016. The landlord provided me with a Canada Post tracking number that set out the same. On the basis of this evidence, I am satisfied that the tenant was deemed served with the evidence pursuant to sections 88 and 90 of the Act.

The agent testified that the landlord served the tenant with the 10 Day Notice on 9 June 2016 by posting that notice to the tenant's door. The landlord provided me with a witnessed proof of service document signed by two employees. The agent testified that she also sent the 10 Day Notice to the tenant by email. The tenant did not attend to

present his evidence. On the basis of this evidence, I am satisfied that the tenant was deemed served with 10 Day Notice pursuant to sections 88 and 90 of the Act on 12 June 2016.

### Issue(s) to be Decided

Is the tenant entitled to more time to dispute the 10 Day Notice? Should the landlord's 10 Day Notice be cancelled? If not, is the landlord entitled to an order of possession? Is the tenant entitled to an order requiring the landlord to comply with the Act, regulation or tenancy agreement?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the agent, not all details of the submissions and / or arguments are reproduced here. The principal aspects of the tenant's claim and my findings around it are set out below.

This tenancy began 1 April 2016. Monthly rent in the amount of \$1,200.00 is due on the first. The landlord continues to hold the tenant's security deposit in the amount of \$600.00.

On 9 June 2016, the landlord issued the 10 Day Notice to the tenant. The 10 Day Notice was dated 9 June 2016 and set out an effective date of 21 June 2016. The 10 Day Notice set out that the tenant failed to pay \$1,200.00 in rent that was due on 1 June 2016.

The tenant filed his application for dispute resolution on 17 June 2016.

The agent testified that the landlord has not received any payments since the issuance of the 10 Day Notice. The agent testified that she knows of no reason that would entitle the tenant to deduct any amount from rent.

### Analysis

The tenant was deemed served with the 10 Day Notice on 12 June 2016. The tenant made his application for dispute resolution five days later. The tenant does not require more time for filing his application for dispute resolution.

Pursuant to section 46 of the Act, a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end tenancy effective on a date that is not earlier than ten days after the date the tenant receives the notice.

The agent testified that the tenant failed to pay rent for June 2016 and has not made any payments since the issuance of the 10 Day notice.

As the tenant has failed to pay his rent in full when due, I find that the 10 Day Notice issued 9 June 2016 is valid and dismiss the tenant's application to cancel the 10 Day Notice without leave to reapply. As the tenant's application to cancel the 10 Day Notice is dismissed, the landlord was entitled to possession of the rental unit on 22 June 2016, the corrected effective date of the 10 Day Notice. As this date has now passed, the landlord is entitled to an order of possession effective two days after it is served upon the tenant(s).

The tenant has failed to provide any evidence or submissions in support of his application for an order that the landlord comply. On this basis, this portion of the tenant's application is dismissed.

### Conclusion

The tenant's application is dismissed without leave to reapply..

The landlord is provided with a formal copy of an order of possession. Should the tenant(s) fail to comply with this order, this order may be filed and enforced as an order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: July 27, 2016

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Residential Tenancy Branch