



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes OPR MND MNR MNDC FF

Introduction

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

- an order of possession for unpaid rent and utilities pursuant to section 55;
- a monetary order for unpaid rent, damage or loss pursuant to section 67;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 9:25 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 9:00 a.m. The landlord attended the hearing and was given a full opportunity to provide affirmed testimony, to present evidence and to make submissions.

The landlord testified that a day or two after filing his application on July 6, 2017, he served the tenant with a copy of the Application for Dispute Resolution and Notice of Hearing by posting a copy to the door of the rental unit.

Based on the above evidence, I am satisfied that the tenant was deemed served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenant.

The portions of the landlord's application requesting monetary compensation are dismissed with leave to reapply as the application for dispute resolution was not served on the tenant by a method permitted under section 89 of the Act. The landlord served the application by posting it to the door of the rental premises. Section 89 of the Act permits posting as a method of service for the purposes of an application for an order of possession but not for a monetary order.

Issues

Is the landlord entitled to an order of possession pursuant to a 10 Day Notice to End Tenancy for unpaid rent (the 10 Day Notice)?

Background and Evidence

The rental unit is a 2 bedroom house plus 4.5 acres. The tenancy began approximately 2 years ago and the current monthly rent is \$800.00 payable on the 1st day of each month.

The landlord testified that on June 25, 2017 he served the tenant with the 10 Day Notice by posting a copy to the porch door and house entry door on the rental premises.

The landlord testified that the tenant did not pay the outstanding amount of rent as indicated in the 10 Day Notice within five days of service of the Notice.

Analysis

I am satisfied that the tenant was deemed served with the 10 Day Notice on June 28, 2017, three days after its posting, pursuant to sections 88 & 90 of the Act.

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenant must, within five days, either pay the full amount of the arrears indicated on the Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If, as in the present case, the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the “corrected” effective date of the Notice, July 8, 2017.

A copy of the 10 Day Notice was not on file at the time of the hearing but I permitted the landlord to fax in a copy immediately following the hearing. I find that the Notice issued by the landlord complies with the requirements of Section 52 of the Act, accordingly, the landlord is granted an Order of Possession pursuant to section 55 of the Act.

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 18, 2017

Residential Tenancy Branch