



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR

### Introduction

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

One of the landlords attended the hearing and also represented the other landlord. However, the line remained open while the phone system was monitored for 15 minutes and no one for the tenants joined the call. The landlord gave affirmed testimony, and testified that each of the tenants was served with notice of this hearing (the hearing package) by registered mail on November 2, 2017 and orally provided tracking numbers assigned by Canada Post. The landlord was permitted to send to me proof of such service after the hearing concluded. I have now received a Canada Post cash register receipt bearing that date as well as 2 Registered Domestic Customer Receipts addressed to the tenants, and I am satisfied that both tenants have been served in accordance with the *Residential Tenancy Act*.

### Issue(s) to be Decided

Have the landlords established that the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities was issued in accordance with the *Residential Tenancy Act*?

### Background and Evidence

The landlord testified that this month-to-month tenancy began on June 1, 2017. Rent in the amount of \$1,600.00 per month is payable on the 1<sup>st</sup> day of each month. On June 2, 2017 the tenants paid a security deposit to the landlords in the amount of \$400.00 as well as rent for the month of June. No pet damage deposit was collected, and the landlords still hold the security deposit in trust. The rental unit is a single family dwelling, and no written tenancy agreement exists.

The landlord further testified that rent has always been paid late, and the tenants have only been at the rental unit on and off, and currently another occupant unknown to the landlords is staying there. Neither the tenants nor the occupant have paid any rent since August, 2017 and arrears have now accumulated to \$9,600.00 for September, 2017 through January, 2018. On October 2, 2017 the landlords attended the rental unit intending to serve a tenant or an occupant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, however no one was there and the notice was taped to the door of the rental unit that day. A copy of the first page only of the notice to end the tenancy and a copy of the first page only of a Proof of Service document have been provided as evidence for this hearing. The landlord testified that when filing the Application for Dispute Resolution, the Information Officer at the Residential Tenancy Branch photocopied the documents, and that both pages of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities was served.

The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities is dated October 4, 2017 and contains an effective date of vacancy of October 14, 2017 for unpaid rent in the amount of \$1,600.00 that was due on October 1, 2017. The landlord was permitted to send to me a copy of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities that was served on the tenants, and a copy of the Proof of Service document, after the hearing concluded. The landlord testified that the tenants have not served the landlord with an Application for Dispute Resolution disputing the notice and have not paid any rent since its issuance.

The landlords do not expect to be able to recover the unpaid rent, however seek an Order of Possession of the rental unit.

### Analysis

Once a landlord serves a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, a tenant has 5 days to pay the rent or dispute the notice by filing and serving the landlord with an Application for Dispute Resolution. If the tenant does neither, the tenant is conclusively presumed to have accepted the end of the tenancy. In this case, the landlord does not believe the tenants even reside in the rental unit, but it is occupied by an unknown person. That is a concern, specifically where no one has paid any rent, which is why I permitted the landlord to provide to me a copy of the full notice that was served on the tenants. I have now received both pages of the 2-page form, and I find that it is in the approved form and contains information required by the *Residential Tenancy Act*.

The landlord testified that the tenants have not served the landlords with an Application for Dispute Resolution, and I have no such application before me. The landlord also testified that no rent has been paid since it was served. I accept that testimony, and I find that the tenants are conclusively presumed to have accepted the end of the tenancy, and the landlords are entitled to an Order of Possession. Since the effective date of vacancy has passed, I grant the Order of Possession effective on 2 days notice to the tenants.

### Conclusion

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

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: January 17, 2018

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Residential Tenancy Branch