



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RANCHO MANAGEMENT SERVICES BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR

### Introduction

This hearing was convened in response to applications by the landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows

- an Order of Possession for non-payment of rent pursuant to section 55 of the *Act*.

Both tenants and the landlord’s agent, C.G. attended the hearing by way of conference call. All parties present were given a full opportunity to be heard, to present testimony, to make submissions and to call witnesses.

The landlord explained that a 10 Day Notice to End Tenancy (“10 Day Notice”) was posted on the tenants’ door on September 7, 2018. Pursuant to sections 88 & 90 of the *Act* the tenants are deemed to have been served with this notice on September 10, 2018, three days after its posting.

On October 5, 2018 the landlord sent the tenants individual copies of the application for dispute resolution and evidentiary package by way of Canada Post Registered Mail. A copy of the tracking numbers was provided to the hearing. Pursuant to sections 88, 89 & 90 of the *Act* the tenants are deemed to have been served with these documents on October 10, 2018, five days after having their mailing.

No evidence was submitted by the tenants.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

### Background and Evidence

The landlord explained this tenancy began on January 1, 2018. Rent was \$950.00 per month and a security deposit of \$475.00 paid at the outset of the tenancy continues to be held by the landlord. No pet deposit was paid by the tenants.

The landlord said she was seeking an Order of Possession because the tenants had failed to pay rent for September 2018. The landlord said rent was returned to her on September 6, 2018 after the tenants were deemed by the bank to have insufficient funds. The landlord said no rent had been paid since the issuance of the 10 Day Notice and rent remained outstanding for September, October and November 2018.

The tenants disputed the landlord's account. The tenants said they had given their rent in cash "to a woman from the church" though they could not recall which day this was done. The tenants alleged this person had attempted to pay the rent to the landlord, but the landlord had refused to accept it. The tenants alleged the landlord had attempted to withdraw rent from their account on two further occasions. In addition, the tenants said they had failed to dispute the notice to end tenancy because tenant T.C. was had been in the hospital from "September 1<sup>st</sup> onwards."

The landlord disputed the tenants' testimony, saying she had received a call from a person with a church group on one occasion but no rent was paid, nor were any attempts made by this person to pay any rent. The landlord said it is the church group's practice never to pay rent in cash.

### Analysis

The tenants failed to pay the unpaid rent within five days of receiving the 10 Day Notice to End Tenancy. The tenants have not made an application pursuant to section 46(4) of the *Act* within five days of receiving the 10 Day Notice. In accordance with section 46(5) of the *Act*, the tenants' failure to take either of these actions within five days has led to the end of the tenancy on the effective date of the notice. In this case, this required the tenant to vacate the premises by September 20, 2018, the corrected effective date of the 10 Day Notice. As that has not occurred, I find that the landlord is entitled to an Order of Possession. The landlord will be given a formal Order of Possession which must be served on the tenants and will be effective two days after its service. If the tenants do not vacate the rental unit after service of this document, the landlord may enforce this Order in the Supreme Court of British Columbia.

During the hearing the tenants alleged they had paid rent to a person from the church and stated tenant T.C. was in the hospital, thus they could not dispute this notice. The tenants have failed to provide any evidentiary documents to support these arguments, while I find the documents supplied to the hearing by the landlord to sufficiently demonstrate her entitlement to an Order of Possession.

### Conclusion

I am granting the landlord an Order of Possession to be effective two days after notice is served to the tenant. If the tenant does not vacate the rental unit within the two days required, the landlord may enforce this Order in 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: November 16, 2018

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Residential Tenancy Branch