



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR MNRL FFL

### Introduction

This hearing was scheduled to convene at 11:00 a.m. on November 13, 2018 by way of conference call concerning an application made by the landlord seeking an Order of Possession and a monetary order for unpaid rent or utilities and to recover the filing fee from the tenant for the cost of the application.

The landlord attended the hearing and gave affirmed testimony. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant joined the call. The landlord testified that the tenant was served with the Landlord's Application for Dispute Resolution and notice of this hearing (the Hearing Package) on October 6, 2018 by registered mail and has provided as evidence a Registered Domestic Customer Receipt addressed to the tenant and Canada Post cash register receipt bearing that date. I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

### Issue(s) to be Decided

- Has the landlord established that the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities was issued in accordance with the *Residential Tenancy Act*?
- Has the landlord established a monetary claim as against the tenant for unpaid rent?

### Background and Evidence

The landlord testified that the tenant was already a tenant in the rental unit when the landlord purchased the property in July, 2017. Rent in the amount of \$450.00 per month is payable on the 1<sup>st</sup> day of each month. The landlord did not collect a security deposit or pet damage deposit from the previous owner or the tenant, and did not receive a copy of a

tenancy agreement from the previous owner. The rental unit is one of 5 rooms in a house that are rented to individuals, and the landlord does not reside there.

The landlord further testified that on September 8, 2018 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the Notice), by posting it to the door of the rental unit. A copy has been provided for this hearing and it is dated September 8, 2018 and contains an effective date of vacancy of September 21, 2018 for unpaid rent in the amount of \$450.00 that was due on September 1, 2018. No rent has been paid since, and the tenant is currently in arrears for September, October and November, 2018. The landlord is not certain if the tenant still resides in the rental unit, however emails were exchanged between the parties wherein the landlord requests rent, and the tenant responded to those requests. Copies have been provided as evidence for this hearing as well as an accounting statement from "QuickBooks."

The tenant has not served the landlord with an Application for Dispute Resolution disputing the Notice, and has not given the landlord notice to vacate. The landlord seeks an Order of Possession, a monetary order for unpaid rent totaling \$1,350.00, and recovery of the \$100.00 filing fee.

### Analysis

The *Residential Tenancy Act* states that once served, or deemed served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, the tenant has 5 days to pay the rent in full, in which case the Notice has no effect, or to dispute the Notice within that 5 day period. If the tenant does neither, the tenant is conclusively presumed to have accepted the end of the tenancy.

In this case, I have reviewed the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, and I find that it is in the approved form and contains information required by the *Act*. I also find that the Notice is deemed to have been served on September 11, 2018, being 3 days after posting it to the door of the rental unit. I accept the undisputed testimony of the landlord that the tenant has not paid the rent and has not served the landlord with an Application for Dispute Resolution disputing the Notice, and I have no such application before me. Therefore, I find that the tenant is conclusively presumed to have accepted the end of the tenancy and the landlord is entitled to an Order of Possession. Since the effective date of vacancy has passed, I grant the Order of Possession on 2 days notice to the tenant.

I also accept the undisputed testimony of the landlord that the tenant has not given the landlord any notice to vacate the rental unit, and arrears have accumulated. I find that the

landlord is entitled to recovery of unpaid rent for September, October and November, 2018 totalling \$1,350.00.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$100.00 filing fee.

Conclusion

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

I further grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,450.00.

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: November 14, 2018

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Residential Tenancy Branch