



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR

Introduction

This hearing dealt with the landlord's application pursuant to sections 46 and 55 of the *Residential Tenancy Act* (the *Act*) for an Order of Possession for unpaid rent.

The tenant did not attend this hearing, although I waited until 9:42 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 9:30 a.m.

Rules 7.1 and 7.3 of the Residential Tenancy Branch Rules of Procedure provides as follows:

Commencement of the Hearing - The hearing must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

Landlord A.S. attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. Landlord A.S. (the landlord) stated that they were representing the interests of both landlords.

The landlord testified that the Landlord's Application for Dispute Resolution (the Application) and evidentiary package were sent to the tenant by way of registered mail on October 30, 2018. The landlord provided the Canada Post Tracking Number to confirm this registered mailing. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenant was deemed served with the Application and evidentiary package on November 04, 2018, the fifth day after its registered mailing.

The landlord entered into evidence a signed and witnessed Proof of Service Document attesting to the fact that the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) was posted to the tenant's door on October 05, 2018. In accordance with

sections 88 and 90 of the *Act*, I find that the 10 Day Notice was deemed served to the tenant on October 08, 2018, the third day after its posting.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?

Background and Evidence

The landlord gave undisputed sworn testimony that this tenancy began September 01, 2017, with a monthly rent in the amount of \$400.00, due on the first day of each month. The landlord gave undisputed sworn testimony that no security deposit was paid by the tenant.

A copy of the signed 10 Day Notice dated October 05, 2018, with an effective date of October 15, 2018, and identifying \$2,400.00 in unpaid rent, was included in the landlord's evidence.

The landlord testified that the tenant is still in the rental unit and has not paid any money towards the unpaid rent noted on the 10 Day Notice.

Analysis

Section 26 of the *Act* requires a tenant to pay rent to the landlord, regardless of whether the landlord complies with the *Act*, regulations or tenancy agreement, unless the tenant has a right to deduct all or a portion of rent under the *Act*.

Based on the landlord's evidence and undisputed sworn testimony, I find the tenant failed to pay any rent within five days of receiving the 10 Day Notice and did not make an application pursuant to section 46(4) of the *Act* within five days of receiving the 10 Day Notice.

In accordance with sections 46(5) and 53(2) of the *Act*, the failure of the tenant to take either of these actions within five days led to the end of this tenancy on October 18, 2018, the corrected effective date of the 10 Day Notice. In this case, the tenant and anyone on the premises were required to vacate the premises by October 18, 2018. As this has not yet occurred, I find that the landlord is entitled to a two (2) day Order of Possession.

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant or any occupant on the premises 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: November 23, 2018

Residential Tenancy Branch