



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PEARCE HDL (1977) LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR

### 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 pursuant to section 55;

The landlord's agent (the landlord) attended the hearing via conference call and provided affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package and the submitted documentary evidence in two separate packages posted to the rental unit door on October 26, 2018. I accept the undisputed affirmed testimony of the landlord that the tenant was served with the notice of hearing package by posting it to the rental unit door pursuant to section 89 (2) (d) of the Act on October 26, 2018. I also accept the undisputed affirmed testimony of the landlord that the tenant was served with the submitted documentary evidence by posting it to the rental unit door pursuant to section 88 (g) of the Act on October 26, 2018. Although the tenant has not attended, I find that the tenant is deemed sufficiently served as per section 90 of the Act.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession for unpaid rent?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This landlord provided undisputed testimony that this is verbal tenancy agreement that began over 18 years ago on a month-to-month basis. The current monthly rent is \$808.00 payable on the 1<sup>st</sup> day of each month.

The landlord seeks an order of possession for unpaid rent based upon a 10 Day Notice to End Tenancy dated October 17, 2018.

The landlord claims that the tenant was served with a 10 Day Notice dated October 17, 2018 by posting it to the rental unit door on October 17, 2018. The 10 Day Notice states that the tenant failed to pay rent of \$1,616.00 that was due on October 1, 2018. The stated effective end of tenancy date is October 27, 2018. The landlord has submitted a copy of a completed proof of service document with a witness dated October 17, 2018 by the landlord's daughter in-law.

The landlord clarified that the tenant has failed to pay monthly rent of \$808.00 for September and October of 2018. The landlord has provided completed copies of 3 Notice of a Rental Increase form(s) which provide for rental increases from \$750.00 starting on January 1, 2016, \$777.00 starting on January 1, 2017 and then to \$808.00 starting on January 1, 2018.

The landlord stated that as of the date of this hearing, the tenant has not paid any rent since being serviced the 10 Day Notice dated October 17, 2018 nor has the landlord been served with an application for dispute of the 10 Day Notice.

### Analysis

Pursuant to section 46 of the Act, a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end tenancy effective on a date that is not earlier than ten days after the date the tenant receives the notice.

I accept the undisputed affirmed evidence of the landlord and find that the tenant was properly served with the 10 Day Notice dated October 17, 2018 by posting it to the rental unit door.

The landlord provided undisputed evidence that the tenant failed to pay rent of \$808.00 per month for September 2018 through to the date of this scheduled hearing. The landlord also stated that the tenant has not applied for dispute of this notice.

Section 46 (5) of the Act states in part that a tenant who has received a notice under this section does not pay the rent or make an application for dispute is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit to which the notice relates by that date.

As such, I find that the landlord has established a claim for an order of possession for unpaid rent. The landlord's 10 Day Notice dated October 17, 2018 is upheld. The landlord is granted an order of possession effective 2 days after being served upon the tenant as the effective end of tenancy date of the 10 Day Notice has now passed.

### Conclusion

The landlord is granted an order of possession.

This order must be served upon the tenant. Should the tenant fail to comply with this order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: December 04, 2018

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Residential Tenancy Branch