



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RAAMCO INTRENATIONAL PROPERTIES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, FFL

### Introduction

This matter involves an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- an order of possession for unpaid rent pursuant to sections 46 and 55 of the *Act*;
- an order for monetary compensation for unpaid rent pursuant to section 67 of the *Act*; and
- reimbursement of the filing fee for this application pursuant to section 72 of the *Act*.

The agent GM attended the hearing (“the landlord”). The landlord had an opportunity to present affirmed testimony, call witnesses and submit evidence.

The tenant did not attend the hearing. I kept the teleconference line open from the scheduled time for the hearing, plus an additional ten minutes, to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the tenant was provided with the correct call-in number and participant code.

The landlord provided affirmed testimony that the tenant was served with the Notice of Hearing and Application for Dispute Resolution by registered mail sent on February 20, 2019, thereby affecting service five days later pursuant to section 90 of the *Act*, on February 25, 2019. The landlord provided the Canada Post tracking number in support of service referenced on the first page of this decision. I find the tenant was served on February 25, 2019 pursuant to sections 89 and 90 of the *Act*.

### *Preliminary Issue*

This matter initially proceeded by way of an *ex parte* Direct Request Proceeding, pursuant to section 55(4) of the *Residential Tenancy Act* (the *Act*).

The Adjudicator heard the matter and made an interim decision dated February 4, 2019. The Adjudicator stated in part:

*I have reviewed all documentary evidence and I find that the tenant's address on the residential tenancy agreement submitted by the landlord is incomplete as it does include the street name or city. As such, the address does not match the tenant's address on the Application for Dispute Resolution, the 10 Day Notice or any other documentation submitted with the Application for Dispute Resolution.*

I have reviewed all documentary evidence. The landlord testified as to the address of the rental unit. The landlord stated that the street name and city were inadvertently not included in the tenancy agreement. The landlord provided affirmed testimony that the address for the unit was the address at which the landlord served the tenant with the 10 Day Notice, the Notice of Hearing and the Application for Dispute Resolution.

### *Preliminary Issue – Landlord's claims*

At the outset of the hearing, the landlord withdrew claims for unpaid rent and reimbursement of the filing fee.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession for unpaid rent pursuant to sections 46 and 55 of the *Act*?

### Background and Evidence

The landlord testified the parties entered into a monthly tenancy commencing on December 1, 2016. The landlord submitted a copy of a residential tenancy agreement which was signed by the landlord and the tenant on November 21, 2018, indicating a monthly rent of \$900.00, due on the first day of each month. The landlord submitted a copy of a Notice of Rent Increase form showing the rent being increased from \$900.00 to the monthly rent amount of \$920.00.

The landlord testified the tenant failed to pay rent for January 2019. The landlord submitted a copy of a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) dated January 3, 2019, for \$920.00 in unpaid rent posted on the tenant's door on January 3, 2019, thereby affecting service on January 6, 2019 pursuant to section 90 of the *Act*. The 10 Day Notice provides that the tenant had five days from the date of service to pay the rent in full or apply for Dispute Resolution or the tenancy would end on the stated effective vacancy date of January 16, 2019;

The landlord submitted the following: a copy of a witnessed Proof of Service Notice to End Tenancy form which indicates that the 10 Day Notice was posted to the tenant's door on January 3, 2019, and a monetary order worksheet indicating the rent outstanding.

The landlord testified the tenant has not paid the outstanding rent of \$920.00 due for January 2019 and has not paid rent for subsequent months of February or March 2019. The tenant has not filed an application for dispute resolution. The tenant continues to occupy the unit.

The landlord requested an order of possession effective on two days' notice.

### Analysis

I have reviewed all documentary evidence and testimony.

I find the form and content of the 10 Day Notice complies with section 52 of the *Act*.

I find the tenant was served with the 10 Day Notice on January 6, 2019 in accordance with sections 88 and 90 of the *Act*.

I find the tenant did not pay the overdue rent or dispute the 10 Day Notice within the five-day period following service.

Therefore, pursuant to section 46(5), the tenant is conclusively presumed to have accepted the tenancy ends on the effective date of the notice of January 16, 2019 requiring the tenant to vacate the rental unit by that date.

As the tenant continues to occupy the unit, I find the landlord is entitled to an order of possession under section 46, effective two days after service.

The landlord has withdrawn the request for a monetary order or reimbursement of the filing fee.

Conclusion

I grant the landlord an order of possession effective two days after service on the tenant.

This order must be served on the tenant. If the tenant fails to comply with this order, the landlord may file the order with the Supreme Court of British Columbia to be 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: March 18, 2019

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Residential Tenancy Branch