



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, LAT, LRE, MT, OLC

Introduction

This teleconference hearing was scheduled in response to an application by the Tenant under the *Residential Tenancy Act* (the “Act”) to cancel a 10 Day Notice to End Tenancy for Unpaid Rent (the “10 Day Notice”), for authorization to change the locks, to restrict or suspend the Landlord’s right to enter, for an extension of time to dispute the 10 Day Notice, and for an Order for the Landlord to comply with the *Act*, *Residential Tenancy Regulation*, and/or tenancy agreement.

The Landlord attended the teleconference hearing while no one called in for the Tenant. The Landlord stated that he received the Notice of Dispute Resolution Proceeding package in person. He stated that he did not receive copies of the Tenant’s evidence and therefore the Tenant’s evidence is not accepted. The Landlord stated that he posted a copy of his evidence on the Tenant’s door.

The Landlord was affirmed to be truthful in his testimony and was provided the opportunity to present evidence and make submissions.

Preliminary Matters

The Landlord submitted a written statement as well as provided affirmed testimony at the hearing that he is the Landlord and not the person named on the Application for Dispute Resolution. The Landlord stated that the person named is his son who sometimes acts as his agent. I accept the testimony of the Landlord that he should be named as the respondent in this matter and therefore amend the application to change the name of the Landlord/respondent. This amendment was made pursuant to Section 64(3)(c) of the *Act*.

As stated by rule 7.3 of the *Residential Tenancy Branch Rules of Procedure*, when a party fails to attend the hearing the hearing may continue in their absence or their application may be dismissed. As the hearing was scheduled based on the claims of the Tenant the Tenant's claims were not addressed with the exception of the dispute over the 10 Day Notice which will be addressed below. As the Landlord attended the hearing ready to proceed, the remainder of the Tenant's claims are dismissed, without leave to reapply.

Issues to be Decided

Should the Tenant be granted an extension of time to dispute the 10 Day Notice to End Tenancy for Unpaid Rent?

Should the 10 Day Notice to End Tenancy for Unpaid Rent be cancelled?

If the 10 Day Notice to End Tenancy for Unpaid Rent is upheld, is the Landlord entitled to an Order of Possession?

Background and Evidence

The Landlord provided undisputed testimony on the tenancy. The tenancy began approximately two years ago. Current rent in the amount of \$800.00 is due on the first day of each month. A security deposit of \$400.00 was paid at the outset of the tenancy. however, the Landlord stated that this was put towards repairs and rent during the tenancy.

The Landlord testified that on May 2, 2019 he posted the 10 Day Notice on the Tenant's door. The 10 Day Notice was submitted into evidence and states that \$800.00 was unpaid as due on May 1, 2019. The Landlord stated that he has not received any amount of money towards May or June 2019 rent.

Analysis

Section 46(4) of the *Act* states that after receipt of a 10 Day Notice a tenant has 5 days in which to pay the outstanding rent or to dispute the notice. Although the Tenant applied to dispute the notice and applied for an extension of time to do so, the Tenant did not attend the hearing to provide testimony or evidence regarding the 10 Day Notice

and the request for more time. Therefore, the Tenant's application to dispute the notice is dismissed, without leave to reapply.

I accept the undisputed and affirmed testimony of the Landlord that no amount of rent has been paid since service of the 10 Day Notice and therefore find that the 10 Day Notice is valid. As the notice was posted on the Tenant's door on May 2, 2019 and the Tenant finalized the application to dispute the notice on May 12, 2019, I also find that the Tenant did not apply within the 5 days allowable under the *Act*. Therefore, I find that Section 46(5) of the *Act* also applies, and the Tenant is conclusively presumed to have accepted that the tenancy ends.

Upon review of the 10 Day Notice I find it to be in compliance with Section 52 of the *Act*, and therefore, pursuant to Section 55 of the *Act*, I find that the Landlord is entitled to an Order of Possession. I grant the Landlord a 2-day Order of Possession.

Conclusion

The Tenant's Application for Dispute Resolution is dismissed in its entirety, without leave to reapply.

Pursuant to Section 55 of the *Act*, I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenant. Should the Tenant 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: June 27, 2019

Residential Tenancy Branch