



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 1149365 BC LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR

### Introduction

This hearing was convened by way of conference call concerning an application made by the landlord seeking an Order of Possession for unpaid rent or utilities.

The landlord was represented at the hearing by an agent who 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's agent testified that the tenant was served with the Application for Dispute Resolution and notice of this hearing (the Hearing Package) by registered mail on May 3, 2019 and was permitted to provide proof of such service after the hearing had concluded. I have now received a Canada Post cash register receipt bearing that date as well as a Registered Domestic Customer Receipt. Also provided is a Canada Post document showing a signature of someone who claimed the registered mail, and 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*?

### Background and Evidence

The landlord's agent testified that the landlord company is a property management company, who took over management of this rental complex after the previous property management company was terminated at the end of March, 2019. Record keeping is not believed to be accurate, and the landlord's agent testified that of the 28 rental

apartments, only this particular rental unit has not responded to the landlord, and the landlord is not certain who is actually residing in it. The Rent Roll from February, 2019 shows this tenant as the last known tenant, however there are many people going in and out according to police reports. The rental unit has a keypad, and the landlord does not have a key for access, and the police advised to not enter without an Order of Possession.

There is no written tenancy agreement, and no rent has been paid, and the landlord believes that it is a month-to-month tenancy, and the tenant still resides in the rental unit. According to the Rent Roll, rent in the amount of \$1,575.00 per month is payable on the 1<sup>st</sup> day of each month.

The landlord's agent further testified that the landlord caused the tenant to be served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the Notice), on April 15, 2019 by registered mail to the address of the rental unit. A copy of the Notice has been provided as evidence for this hearing. It is dated April 12, 2019 and contains an effective date of vacancy of April 30, 2019 for unpaid rent in the amount of \$1,575.00 that was due on April 1, 2019. Copies of a Canada Post cash register receipt and a Canada Post tracking document have been provided as evidence for this hearing.

No rent has been paid since the Notice was issued, and the landlord has not been served with an Application for Dispute Resolution disputing the Notice.

### 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 is of no effect, or dispute it by filing and serving the landlord with an Application for Dispute Resolution. If the tenant does neither, the tenant is conclusively presumed to have accepted the end of the tenancy.

In this case, the landlord's agent testified that the Notice was served by registered mail on April 15, 2019, which is deemed to have been served 5 days later, or April 20, 2019. The landlord's agent testified that rent has not been paid and the landlord has not been served 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 effective on 2 days notice to the tenant.

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.

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: June 13, 2019

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Residential Tenancy Branch