



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pacific Quorum Properties Ltd. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL, OPR, FFL

Introduction

This hearing was scheduled in response to the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for an order of possession for unpaid rent a monetary order for rent and or utilities, repayment of the filing fee pursuant to sections 55, 67 and 72 of the *Act*.

The landlord's agent NH attended the hearing via conference call. NH was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The tenant (HR) did not attend this hearing, although I left the teleconference hearing connection open to enable the tenant to call into the teleconference hearing scheduled for 9:30 a.m.

The landlord's agent NH testified the tenant was served the Notice of Dispute Resolution Proceeding together with the evidentiary materials by registered mail on October 25, 2019. Accordingly, I find the tenant was deemed served on October 30, 2019, with the hearing documents in accordance with sections 88, 89 and 90 of the *Act*.

Preliminary Issue

The landlord's agent NH attended the hearing. NH testified that QP Properties Limited took over the management of the rental unit on July 9, 2019 from a previous management company known as R.S; the landlord-owner is a limited company known as WD Ltd.

I have amended the application to include WD Ltd, as a party to the proceedings as landlord-owner of the rental property.

Issue(s) to be Decided

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

Is the landlord entitled to a monetary order for unpaid rent or utilities pursuant to section 67 of the *Act*?

Is the landlord entitled to the filing fee pursuant to section 72 of the *Act*?

Background and Evidence

The landlord's agent NH testified they took over the management of the rental unit on July 9, 2019 from a previous management company.

NH testified that the tenancy began in 2019. There are no records indicating the exact dates of the tenancy as the previous management company refused to forward the records of the tenants living in the building. Monthly rent is \$1200.00 and is payable the first of each month.

NH testified that the tenant was served with a 10 Day Notice to End Tenancy for Unpaid rent (the "Notice") on September 11, 2019 by posting it on the tenant's door. A copy of the photograph illustrating the notice posted on the door was filed into evidence.

The Notice indicates an effective move-out date of September 21, 2019. As of the date of this hearing, the tenant and other occupants continue to reside at the rental unit.

The landlord's agent NH testified that the tenants had not paid rent since they took over management of the rental unit in July 2019. NH testified that the total amount of rent outstanding is \$4800.000 for the months of September, October, November and December 2019. Copy of the worksheet was submitted into evidence.

The landlord's agent NH testified that he believes there are several occupants living at the rental unit as three of the occupants completed emergency contact forms requested by the landlord's agent. These forms were submitted as evidence confirming the names of AS, AT and HR respectively.

Analysis

Section 88(g) of the Act states:

How to give or serve documents generally

88 All documents, other than those referred to in section 89 [*special rules for certain documents*], that are required or permitted under this Act to be given to or served on a person must be given or served in one of the following ways:

(g) by attaching a copy to a door or other conspicuous place at the address at which the person resides or, if the person is a landlord, at the address at which the person carries on business as a landlord;

Based on the testimony of the landlord. I find that the landlord's agent NH served the Notice on the tenant by posting it to the door of the rental unit on date. I find that this meets the service requirement set out at section 88(g) of the Act. The tenant is deemed to have received the notice when and pursuant to what section.

Sections 47(4) and (5) of the Act state:

(4) A tenant may dispute a notice under this section by making an application for dispute resolution within 5 days after the date the tenant receives the notice.

(5) If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (4), the tenant

(a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and

(b) must vacate the rental unit by that date.

Section 47(5) is mandatory, and I do not have discretion as to its application. Based on landlord's testimony, I find that the tenant did not file an application to dispute the notice within 5 days from the effective date. Therefore, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice (September 21, 2019) and must move out of the rental unit. As this has not occurred, I find that the landlord is entitled to an order of possession effective December 20, 2019, pursuant to section 55 of the Act.

I find that the landlord is entitled to a monetary order for the rent arrears for the sum of \$4800.00

As the landlord has been successful in this application, I grant him the \$100.00 filing fee.

Conclusion

I grant the landlord a monetary order for the sum of \$4800.00 for the unpaid rent pursuant to section 67 of the *Act*, and \$100.00 for the recovery filing fee pursuant to section 72 of the *Act*.

I grant an order of possession to the landlord effective **two days after service of this Order** pursuant to section 46 of the *Act*. 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: December 19, 2019

Residential Tenancy Branch