



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Thuan Phuoc Holding LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FFT, MNRL, OPR

### Introduction

This hearing was scheduled in response to the corporate landlord's application pursuant to the *Residential Tenancy Act* (the "*Act*") for:

- an order of possession for unpaid rent pursuant to section 47 and 55 of the *Act*
- a monetary order for rent and/or utilities pursuant to section 67 of the *Act*
- an application for the filing fee pursuant to section 72 of the *Act*

The landlord HL and landlord's interpreter KN attended the hearing via conference call. Both were given a full opportunity to be heard, to present sworn testimony, to make submissions.

HL testified the tenant was served the Notice of Dispute Resolution together with the evidentiary package via Canada Post registered mail on December 17, 2019. I find that this satisfied the service requirements set out in sections 88, and 89 of the *Act*, and find the tenant was served in accordance with the *Act*.

Rule of Procedure 7.3 states:

### 7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply. I proceeded to conduct the hearing.

Issue(s)

Is the landlord entitled to an Order of Possession for unpaid rent pursuant to sections 47 and 55 of the *Act*?

Is the landlord entitled to monetary compensation for unpaid rent pursuant to section 67 of the *Act*?

Is the landlord entitled to recover the filing fee for this application pursuant to section 72 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenant's and landlord's claims and my findings are set out below.

This tenancy began on January 1, 2019 and is currently ongoing. Monthly rent in the amount of \$550.00 is payable on the first day of each month. A security deposit of \$275.00 was paid by the tenant to the landlord and continues to be held in trust.

HL testified (via the interpreter) that the tenant was served with landlord's Ten-Day Notice to End Tenancy for unpaid rent (the "Notice"), dated December 06, 2019 by leaving a copy on the front door.

HL testified that the tenant is in arrears and has not paid any rent since October 1, 2019. The arrears currently are \$1,650.00, representing the rent owed from October to December 2019.

The Notice indicates an effective move-out date of December 16, 2019.

The grounds to end the tenancy cited in the Notice were:

- 1) the tenant is repeated late paying rent;

The tenant did not attend the hearing to present any submissions in relation to the Notice and the tenant did not upload any evidence disputing the landlord's Notice.

Analysis

I accept the landlord's undisputed testimony regarding the issuance of the Notice. Upon review of the Ten-Day Notice dated December 6, 2019. I find the form and content to be

in compliance with Section 52 of the *Act*. Therefore, I find that the landlord is entitled to an Order of Possession pursuant to Section 55(2) of the *Act*

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.

Based on the landlord's testimony and the notice before me, I find that the tenant was served with an effective Notice dated December 6, 2019. The tenant did not participate in the hearing and did not file an application to dispute the Notice within 5 days of its receipt. Therefore, the tenant is conclusively presumed pursuant to section 47(4) of the *Act* to have accepted that the tenancy ended on the effective date of December 16, 2019, and must vacate the unit.

As this has not occurred, I find that the landlord is entitled to an order of possession, pursuant to section 55 of the *Act*.

Pursuant to sections 67 of the *Act*, I order that the tenant pay the landlord \$1,650.00, representing the rent owed from October to December 2019.

As the landlord has been successful in this application, I grant the landlord a monetary award of \$100.00 for reimbursement of the filing fee pursuant to section 72 of the *Act*.

### Conclusion

I grant a monetary order for the sum of \$1,750.00 for the unpaid rent and \$100.00 filing fee pursuant to section 67 and 72 of the *Act*.

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 and any other occupants.

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: January 23, 2020

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Residential Tenancy Branch