



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1162538 B.C. LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, FFL, MNRL, OPR

Introduction

This hearing convened as a result of two Applications for Dispute Resolution filed by the Landlord. In the first application, filed on November 15, 2019, the Landlord sought an Order of Possession based on a 1 Month Notice to End Tenancy for Cause issued on September 9, 2019 (the “1 Month Notice”). In the second application, filed on December 11, 2019, the Landlord sought an Order of Possession and Monetary compensation based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued on November 27, 2019 (the “10 Day Notice”) and recovery of the filing fee.

The hearing of the Landlord’s Applications was scheduled for teleconference at 9:30 a.m. on January 14, 2020. Only the Landlord’s legal counsel, S.S., called into the hearing.

The Tenant did not call into the hearing although the phone lines were monitored for thirteen minutes. I also confirmed the Tenant was provided the correct numbers to call into the hearing as well as the correct hearing codes.

To ensure the Tenant was informed of the hearing, I received submissions from the Landlord’s counsel as to service of the Notice of Hearing, the Application and Landlord’s supporting evidence. Counsel advised the Tenant was served both hearing packages by registered mail; the first was sent out on November 23, 2019, the second on December 20, 2019. I have included the related tracking numbers for those packages on the unpublished cover page of this my Decision.

Pursuant to section 90 of the *Act* documents served by registered mail are deemed served five days later; as such, I find the Tenant received the packages on November

28, 2019 and December 27, 2019 respectively (as December 25 and 26 are holidays) and I proceeded with the hearing in the Tenant's absence.

Issues to be Decided

1. Is the Landlord entitled to an Order of Possession based on the 1 Month Notice?
2. Is the Landlord entitled to an Order of Possession and monetary compensation pursuant to the 10 Day Notice?
3. Should the Landlord recover the filing fee of the December 11, 2019 Application?

Background and Evidence

The Landlord's Counsel confirmed that the Landlord purchased the property June 30, 2019. At that time the tenancy was ongoing. Counsel further advised that the Tenant paid rent of \$480.00 per month for July, August, September and October. Counsel stated that the Tenant did not pay a security deposit.

On September 9, 2019 the Landlord issued the 1 Month Notice. The Notice was personally served on the Tenant on September 9, 2019 and witnessed by A.S. (a copy of the Proof of Service was provided in evidence before me). In the "Details of Cause" section on the Notice the Landlord referenced a letter from the City dated August 13, 2019. The Landlord's Counsel confirmed that the letter was also served on the Tenant at the time the Notice was served such that the Tenant was made aware the reasons the Landlord wished to end the tenancy.

The Tenant did not apply to dispute the 1 Month Notice.

Counsel further advised that the Tenant failed to pay the November rent, following which the Landlord issued the 10 Day Notice. The Tenant was served the 10 Day Notice by registered mail sent on November 28, 2019. The tracking number is included on the cover page of this my Decision.

The Tenant also did not apply to dispute the 10 Day Notice.

The Landlord's Counsel confirmed that the Tenant also failed to pay the January 2020 rent such that the sum of \$1,440.00 remains outstanding at the time of the hearing.

Analysis

Sections 46 and 47 of the *Act* allow a Landlord to end a tenancy for unpaid rent and cause respectively. A Tenant who receives a 10 Day Notice pursuant to section 46 has five days from the date of service in which to either pay the rent or apply for Dispute Resolution. Section 47 has similar provisions in that a Tenant has 10 days in which to apply to dispute a notice of cause. In both cases, a Tenant who fails to dispute the Notice within the required timeline is conclusively presumed to accept the end of the tenancy and must vacate the rental unit.

I find the Tenant failed to dispute either the 1 Month Notice or the 10 Day Notice as required. I therefore find the Tenant has accepted the end of the tenancy pursuant to section 46(5) and section 47(5) of the *Act*.

I have reviewed both notices and find they comply with section 52 of the *Act* in terms of form. As noted previously, I find the Tenant was made fully aware of the reasons the Landlord wanted to end the tenancy for cause based on the information on the 1 Month Notice and the August 13, 2019 letter which was provided to the Tenant.

Pursuant to section 55 of the *Act*, the Landlord is granted an Order of Possession. This Order must be served on the Tenant and will be effective two days after service. Should the Tenant not vacate the rental unit the Landlord may file and enforce the Order in the B.C. Supreme Court.

I find the Landlord is also entitled to a Monetary Order in the amount of \$1,540.00 for unpaid rent for November and December 2019 and January 2020 as well as recovery of the \$100.00 filing fee (for the December 11 application only as the Landlord did not claim recovery of the filing fee on the November 15, 2019 application). This Order must also be served on the Tenant and may be enforced in the B.C. Provincial Court (Small Claims Division).

Conclusion

The Tenant failed to dispute the 1 Month Notice and the 10 Day Notice and is conclusively presumed pursuant to sections 46(5) and 47(5) to accept the end of the tenancy.

The Landlord is granted an Order of Possession and monetary compensation for unpaid rent and recovery of the filing fee for the December 11, 2019 application.

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 15, 2020

Residential Tenancy Branch