



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 1240467 BC LTD and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR-DR

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the *Act*), I was designated to hear an application regarding the above-noted tenancy. The landlord applied for an order of possession for unpaid rent, pursuant to sections 46 and 55 of the *Act*.

The applicant (landlord, represented by HD) called into this teleconference at the date and time set for the hearing of this matter and was given an opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. Although I waited until 9:54 A.M. to enable the respondents (tenants) to connect with this teleconference hearing scheduled for 9:30 A.M., the respondents did not attend. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the landlord and I were the only persons who had called into this teleconference.

The landlord affirmed he served the Notice of Hearing and evidence (the Materials) via registered mail sent to the tenants on March 28, 2020. The tracking numbers for the two packages sent to the tenants are on the cover page of this decision. I find the tenants were served in accordance with sections 89(2)(b) of the *Act*. The tenants are deemed to have received the materials on April 02, 2020, in accordance with section 90(a) of the *Act*.

### Preliminary Issue – Amendment of Landlord

The landlord affirmed on March 13, 2020 the rental unit was sold to the current landlord. The previous landlord, HD, is the representative of the current landlord. The address of the landlord did not change.

Section 64(3)(c) of the *Act* allows me to amend the application, which I have done to update the legal name of the applicant (landlord).

### Issue to be Decided

Is the landlord entitled to obtain an order of possession, pursuant to sections 46 and 55 of the *Act*?

### Background and Evidence

While I have turned my mind to the evidence and the testimony of the attending party, not all details of the submission and arguments are reproduced here. The relevant and important aspects of the landlord's claim and my findings are set out below. I explained to the attending party it is his obligation to present the evidence submitted.

The landlord affirmed the tenancy started on September 10, 2019. Monthly rent of \$2,400.00 is due on the first day of the month. At the outset of the tenancy a security deposit of \$1,200.00 was collected by the landlord and he still holds it in trust. The tenancy agreement was submitted into evidence.

The landlord affirmed tenant GD informed him that when the tenancy agreement was signed tenant RM was in a hospital and was unable to sign the tenancy agreement.

On February 04, 2020 the landlord issued the tenants the 10 Day Notice to End Tenancy for Unpaid Rent (the Notice) and attached it to the tenants' door.

The landlord submitted a copy of the Notice. It was issued for \$2,400.00 due on February 01, 2020. The effective date is February 14, 2020. A witnessed proof of service (RTB form 34) was also submitted into evidence. The form indicates the Notice was attached to the tenants' door on February 04, 2020, at 6:00 P.M.

The landlord affirmed on February 16, 2020 the tenants paid \$2,000.00 and a receipt for usage and occupancy was issued.

### Analysis

Section 26 of the Act requires that a tenant pay rent when it is due under the tenancy agreement. I accept the uncontested evidence that monthly rent of \$2,400.00 is due on the first day of the month.

The tenants are deemed to have received the Notice on February 07, 2020, three days after it was attached to their door, in accordance with sections 88(g) and 90 (c) of the Act.

The Notice indicates arrears of \$2,400.00 since February 01, 2020 and the effective date of the Notice is February 14, 2020. The form and content of the Notice is valid pursuant to section 52 of the Act, as the Notice is signed and dated by the landlord, gives the address of the rental unit, states the effective date and is in the approved form.

The tenants did not dispute the Notice and are conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the corrected effective date of the Notice, February 17, 2020 (section 53(2) of the Act). The landlord is entitled to an Order of Possession in accordance with section 55(2)(b) of the Act.

### Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this order** on the tenants. Should the tenants 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: May 11, 2020

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Residential Tenancy Branch