



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Coast Foundation Society (1974)  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes

OPU

### 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 under a 10-Day Notice to End Tenancy for Unpaid Rent (The Notice) pursuant to sections 46 and 55 of the *Act*.

I left the teleconference connection open until 9:42 A.M. to enable the tenant to call into this teleconference hearing scheduled for 9:30 A.M. The tenant did not attend the hearing. The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

I accept the landlord's testimony that the tenant was served with the application and evidence (the materials) by registered mail on August 21, 2020, in accordance with section 89(2)(b) of the *Act* (the tracking number is recorded on the cover of this decision).

Section 90 of the *Act* provides that a document served in accordance with Section 89 of the *Act* is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail the tenant is deemed to have received the materials on August 26, 2020, in accordance with section 90 (a) of the *Act*.

Rule of Procedure 7.3 allows a hearing to continue in the absence of the respondent.

### Preliminary Issue – Update of Tenancy Address

At the outset of the hearing the landlord corrected the tenancy address, as it was typed in the application with one letter wrong.

Pursuant to section 64(3)(a) of the *Act*, I have amended the landlord's application.

### Issue to be Decided

Is the landlord entitled to an order of possession?

### Background and Evidence

While I have considered the documentary evidence and the testimony of the landlord, not all details of his submissions 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 periodic tenancy started on February 01, 2011. Monthly rent is \$420.00, due on the first day of the month. The landlord did not collect any deposit. A copy of the signed written tenancy agreement was provided. The tenant continues to occupy the rental unit.

The landlord affirmed the tenant has not paid rent since February 01, 2020 and is in arrears for the months of February to October 2020.

A letter sent by the landlord to the tenant on July 14, 2020 was submitted into evidence. The letter states:

It has been brought to Coast Properties attention you are \$2520.00 in arrears due to non-payment of rent over the last 6 months. Your monthly rent is \$420.00 which is due on the 1st day of the month, every month.

The landlord testified he posted the Notice to the tenant's door on July 15, 2020. A copy of the Notice was submitted into evidence. It states the tenant failed to pay \$420.00 due on February 01, 2020 and the effective date is July 31, 2020.

The landlord stated the Notice was not served earlier because the landlord was providing time and support so the tenant could pay the arrears.

### Analysis

Section 26 of the *Act* requires that a tenant pay rent when it is due under the tenancy agreement.

The tenant is deemed to have received the Notice on July 18, 2020, three days after it was posted to his rental unit door, in accordance with sections 88(g) and 90(c) of the Act. The Notice is valid pursuant to section 52 of the Act, as it is dated and signed, gives the address of the rental unit, states the effective date, states the ground to end the tenancy and is in the approved form.

The tenant has not successfully disputed the Notice and is conclusively presumed under sections 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice, July 31, 2020.

I note that Ministerial Order M195, issued on June 24, 2020, prohibits a landlord's notice to end tenancy under section 46(1) of the Act for affected rent. Affected rent is due between March 18 and August 17, 2020. As the Notice was issued for rent due on February 01, 2020, I find it is in accordance with Ministerial Order M195.

I warn the tenant that he may be liable for any costs the landlord incurs to enforce the order of possession.

### Conclusion

I grant an order of possession to the landlord effective two days after service. 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: October 06, 2020

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Residential Tenancy Branch