



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPU-PP, MNDL-S, MNRL-S

Introduction

On September 1, 2020, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting an Order of Possession for the rental unit, a Monetary Order for unpaid rent and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord and his representative attended the conference call hearing; however, the Tenant did not attend at any time during the 26-minute hearing. The Landlord testified that they served the Tenant with the Notice of Dispute Resolution Proceeding by attaching a copy to the door of the rental unit on September 5, 2020. The Landlord also stated that the Notice was sent via registered mail on September 6, 2020. I find that the Tenant has been duly served with the Notice of Dispute Resolution Proceeding in accordance with Section 89 the Act.

Rule 7.3 of the *Residential Tenancy Rules of Procedure* states if a party or their agent fails to attend a 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.

As the Tenant did not call into the conference, the hearing was conducted in their absence and the Application was considered along with the affirmed testimony and evidence as presented by the Landlord.

Preliminary Matters

The issue of a Monetary Order related to unpaid rent and the filing fee was determined as not related to the main issue in the dispute and was severed as per *Rules of Procedure 2.3 - Related Issues* and with the consent of the Landlord.

Issue to be Decided

Should the Landlord receive an Order of Possession, in accordance with Section 55 of the Act?

Background and Evidence

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

The Landlord provided the following undisputed evidence:

The month-to-month tenancy was established on June 18, 2018 with the signing of a Tenancy Agreement. An oral agreement between the parties re-established that the \$2,000.00 rent was due on the 15th of each month versus the 1st. Although a security deposit of \$600.00 was recorded on the Tenancy Agreement, the Landlord stated that they did not collect the security deposit.

As of March 15, 2020, the Tenant failed to pay the balance of his rent, in the outstanding amount of \$850.00. On March 18, 2020, the Landlord attended the rental unit and served a 10 Day Notice to End Tenancy for Unpaid Rent, dated March 18, 2020 (the "10 Day Notice") to an adult who apparently resided with the Tenant. The 10 Day Notice provided the move-out date of April 2, 2020.

The Landlord stated that the Tenant has not paid any rent since the service of the 10 Day Notice. The Landlord is requesting an Order of Possession based on the 10 Day Notice and the fact that the Tenant has failed to pay any rent since March 2020.

Analysis

Based on the Landlord's testimony and evidence, I find that the Tenant was required to pay rent in the amount of \$2000.00 by the 15th day of each month.

I find the Landlord served the 10 Day Notice to the Tenant on March 18, 2020, pursuant to Section 88 of the Act, and with an effective date of April 2, 2020.

I find the Tenant failed to pay the rent in full, as identified as owing in the 10 Day Notice, within five days of receiving the 10 Day Notice, pursuant to section 46(4) of the Act.

I have no evidence in front of me that the Tenant has made an Application pursuant to section 46(4) of the Act within five days of receiving the Notice.

In accordance with section 46(5) of the Act, the Tenant's failure to take either of these actions within five days led to the end of this tenancy on the effective date of the Notice. In this case, this required the Tenant to vacate the premises by April 2, 2020. As that has not occurred, I find that the Landlord is entitled to a two-day Order of Possession, in accordance with section 55 of the Act.

The Landlord will be given a formal Order of Possession which must be served on the Tenant. If the Tenant does not vacate the rental unit within the two days required, the Landlord may enforce this Order in the Supreme Court of British Columbia.

Conclusion

Pursuant to Section 55 of the Act, I grant the Landlord an Order of Possession to be effective two days after notice is served on the Tenant. 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 14, 2020

Residential Tenancy Branch