



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **LRE, LAT, AS**

OPR-DR

Introduction

The words tenant and landlord in this decision have the same meaning as in the *Residential Tenancy Act*, (the "Act") and the singular of these words includes the plural.

This hearing dealt with applications filed by both the tenant and the landlords pursuant to the *Residential Tenancy Act* (the Act).

The tenant applied for:

- An order to suspend a landlord's right to enter the rental unit pursuant to section 70;
- Authorization to change the locks to the rental unit pursuant to section 31.
- An order to allow an assignment of the tenancy or to sublet the tenancy when permission has been unreasonably denied pursuant to section 65.

The landlords applied for:

- An Order of Possession for unpaid Rent by direct request pursuant to sections 46 and 55.

The applicant/tenant did not attend this hearing, although I left the teleconference hearing connection open until 9:43 a.m. to enable the tenant to call into this teleconference hearing scheduled for 9:30 a.m. 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 landlords and I were the only ones who had called into this teleconference.

The landlords attended the hearing with their counsel, TC, and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call

witnesses. The landlords testified that they served the tenant with their Notice of Dispute Resolution Proceedings package by registered mail on February 26, 2021 and provided the tracking number for the mailing, recorded on the cover page of this decision. The tenant is deemed served with the Notice of Dispute Resolution Proceedings package on March 3, 2021, five days after February 26, 2021, in accordance with sections 89 and 90 of the *Act*.

Issue(s) to be Decided

Should the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities be upheld or cancelled?

Is the tenant entitled to any of the relief sought in his application?

Background and Evidence

A copy of the tenancy agreement was provided as evidence. The tenancy began on June 15, 2020 with rent set at \$1,200.00 per month payable on the first day of each month. A security deposit of \$600.00 was collected by the landlords which they continue to hold.

The landlords gave the following undisputed testimony. On February 1, 2021, the tenant failed to pay his rent in the amount of \$1,200.00. Co-landlord MG served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities by posting a copy to the tenant's door on February 2, 2021. The service was witnessed by co-landlord, RG. The landlords testified that since serving the tenant, the tenant has not paid the \$1,200.00 rent for the month of February or any other date. The landlords have not been served with an Application for Dispute Resolution disputing the notice to end tenancy.

Analysis

Rule 7.3 of the Rules of Procedure also provides that 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. Rule 7.4 states that evidence must be presented by the party who submitted it, or by the party's agent. If a party or their agent does not attend to present evidence, any written submissions supplied may or may not be considered.

The tenant did not attend the hearing which was scheduled by conference call at 9:30 a.m. As he did not attend, he did not present any evidence regarding the merits of his claim for me to consider. Consequently, I dismiss the tenants' application without leave to reapply.

I find the tenant deemed served with the notice to end tenancy on February 5, 2021, three days after February 2, 2021, the day it was posted to the tenant's door, in accordance with sections 88 and 90 of the *Act*.

The tenant failed to pay the full rent identified as owing on the Notice or make an application to dispute it within five days of receiving it, pursuant to section 46(4) of the *Act*. In accordance with section 46(5) of the *Act*, the tenant's failure to take either of these actions within five days ended his tenancy on the effective date of the Notice. In this case, this required the tenant to vacate the premises by February 15, 2021. As the tenant has not vacated the rental unit, the landlords are entitled to an order of possession effective 2 days after service upon the tenant.

Conclusion

The landlords are given a formal Order of Possession which must be served on the tenant. If the tenant does not vacate the rental unit within 2 days of receiving the Order, the landlord may enforce this Order in the Supreme Court of British Columbia.

The tenant's application is dismissed without leave to reapply.

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: April 01, 2021

Residential Tenancy Branch