



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR

Introduction

This hearing dealt with the landlord's application pursuant to section 55 of the *Residential Tenancy Act* (the *Act*) for an Order of Possession.

The tenant did not attend this hearing which lasted approximately 10 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. The landlord was represented by their agent (the "landlord") who was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord was made aware of Residential Tenancy Rule of Procedure 6.11 prohibiting recording dispute resolution hearings and they testified that they were not making any recordings.

The landlord testified that they served the tenant with the hearing package by registered mail sent on July 12, 2021. The landlord submitted a valid Canada Post tracking receipt as evidence of service. Based on the evidence I find that the tenant is deemed served with the landlord's materials on July 17, 2021, five days after mailing, in accordance with sections 88, 89 and 90 of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Background and Evidence

The landlord provided undisputed evidence on the following points. This periodic tenancy began on March 15, 2021. Monthly rent is \$2,200.00 payable on the first of each month.

The tenant failed to pay rent as required under the tenancy agreement on June 1, 2021 and the landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent on June 8, 2021. A copy of the notice was submitted into evidence. The landlord served the notice on the tenant by sending by registered mail on June 9, 2021. A valid Canada Post receipt was submitted as evidence of service.

The tenant failed to make any payment against the rental arrear. The landlord is not aware of the tenant filing any application to dispute the 10 Day Notice.

Analysis

The landlord provided undisputed evidence at this hearing, as the tenant did not attend. I find that the tenant was obligated to pay the monthly rent in the amount of \$2,200.00 on June 1, 2021 pursuant to the signed tenancy agreement. I accept the evidence before me that the tenant failed to pay the full rent on that date and there was a basis for the landlord to issue a 10 Day Notice. I am satisfied with the landlord's evidence of service on the tenant. In accordance with sections 88 and 90 of the *Act* I find that the tenant is deemed served with the 10 Day Notice on June 14, 2021, five days after mailing.

I accept the landlord's evidence that the tenant did not pay the full amount of rent due within the 5 days of service granted under section 46(4) of the *Act* nor did they file an application to dispute the notice. I accept the landlord's evidence that the tenant has not made any payment towards the rent since that time.

I am satisfied that the 10 Day Notice submitted into evidence conforms to the requirements of section 52 of the *Act* as it is signed and dated by the landlord, identifies the parties, the rental unit address and the reason for the tenancy to end. Therefore, I find that the landlord is entitled to an Order of Possession, pursuant to section 55 of the *Act*. As the effective date of the Notice has passed, I issue an Order enforceable 2 days after service.

Conclusion

I grant an Order of Possession to the landlord effective **2 days after service on the tenant**. Should the tenants or any occupant on the premises 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: September 21, 2021

Residential Tenancy Branch