



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **FFL, OPN, MNDCL (primary); FFL, OPR, MNRL, MNDL, OL**

### Introduction

This hearing dealt with two applications by the landlord (the primary, or earlier application, and the secondary application) under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- An order for possession under a 10-Day Notice to End Tenancy for Unpaid Rent ("Ten-Day Notice ") pursuant to sections 46 and 55;
- An order for possession under a One Month Notice to End Tenancy for Cause ("One Month Notice") pursuant to sections 47 and 55;
- An order of possession under a Two Month Notice to End Tenancy for Landlord's Use ("Two Month Notice") pursuant to sections 48 and 55;
- An order of possession for landlord's use of property pursuant to sections 55 and 49;
- Authorization to recover the filing fee for this application pursuant to section 72.

At the outset, the landlord withdrew all claims except the claim for an Order of Possession under the 10 Day Notice which was included in the primary application.

The landlord attended was given the opportunity to make submissions as well as present affirmed testimony and written evidence. The hearing process was explained, and an opportunity was given to ask questions about the hearing process.

The tenant did not appear at the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional 30 minutes to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant had been provided.

### *Service upon the Tenant*

The landlord provided affirmed testimony that the landlord served the tenant with the Notice of Hearing and Application for Dispute Resolution for the primary application by registered mail sent on June 3, 2021 and deemed received by the tenant under section 90 of the *Act* five days later, that is, on June 8., 2021.

The landlord provided affirmed testimony that the landlord served the tenant with the Notice of Hearing and Application for Dispute Resolution for the secondary application by registered mail sent on August 5, 2021 and deemed received by the tenant under section 90 of the *Act* five days later, that is, on August 10, 2021.

The landlord provided the Canada Post Tracking Numbers in support of service as well as copies of the Canada Post receipts. Pursuant to sections 89 and 90, I find the landlord served the tenants with the Notice of Hearing and Application for Dispute Resolution for the primary application on Jun 8, 2021 and for the secondary application on August 10, 2021.

### Issue(s) to be Decided

Is the landlord entitled to the following?

- An order for possession under a 10-Day Notice to End Tenancy for Unpaid Rent ("Ten-Day Notice ") pursuant to sections 46 and 55;

### Background and Evidence

The landlord provided uncontradicted evidence as the tenant did not attend the hearing.

The landlord purchased the property in which the unit is located on May 1, 2021 and does not have a copy of the tenancy agreement. The rent due Jun 1, 2021 was not paid and rent for subsequent months has not been received.

The landlord testified as follows.

| <b>INFORMATION</b>                      | <b>DETAILS</b>                                   |
|---|--|
| Type of tenancy                         | Monthly  |
| Date of beginning                       | Unknown, about 2 years                           |
| Date of ending                          | ongoing  |
| Monthly rent payable on 1 <sup>st</sup> | \$13,00.00                                       |
| Security deposit                        | none   |
| Pet deposit                             | none   |
| Date of landlords' Application          | Primary: May 18, 2021<br>Secondary: July 2, 2021 |

The landlord testified that they served the first 10 Day Notice upon the tenant for nonpayment of rent as follows:

| <b>INFORMATION</b>                              | <b>DETAILS</b>                                 |
|---|--|
| Type of Notice                                  | 10 Day Notice                                  |
| Date of Notice                                  | June 18, 2021                                  |
| Effective Date of Notice                        | June 29, 2021 (corrected July 3, 2021)         |
| Date and Method of Service                      | Registered mail                                |
| Effective Date of Service                       | June 23, 2021                                  |
| Reasons for Issuance                            | Nonpayment rent for Jun 2021, \$1,300.00 owing |
| Application for Dispute Resolution filed - date | May 18, 2021 (the primary                      |

|  |              |
|--|--------------|
|  | application) |
|--|--------------|

The landlord submitted a copy of the Ten-Day Notice as evidence which is in the standard RTB form. The landlord also submitted copies of subsequent 10 Day Notices for each month thereafter.

The landlord testified to service as set out above.

The Ten-Day Notice provides the tenant had five days from the date of service to pay the rent in full or apply for Dispute Resolution, or the tenancy would end on the stated effective vacancy. The landlord testified the tenant did not pay the amount owing. The landlord provided uncontradicted testimony the amount claimed remain unpaid and owing to the landlord.

The tenant did not apply to cancel the Notice.

The landlord requested an Order of Possession.

### Analysis

I find the form and content of the 10 Day Notice complies with section 52 of the *Act*. I accept the landlord's testimony that the tenant was served with the Ten-Day Notice as testified and in accordance with the *Act*.

I accept the landlord's testimony and documentary evidence which is credible and well-prepared. I find the tenant did not pay the overdue amount or dispute the Ten-Day Notice within the five-day period following service.

The tenant has not attended the arbitration. Pursuant to section 46(5), the tenant is conclusively presumed to have accepted the tenancy ends on the effective date of the Notice requiring the tenant to vacate the rental unit as requested in the Notice. The tenant has not moved out of the unit.

Based on the landlord's testimony and evidence including testimony that the tenant continues to reside in the unit, I find the landlord has met the burden of proof on a balance of probabilities for an Order of Possession on two days' notice.

I therefore grant the landlord an Order of Possession effective two days after service.

Conclusion

I grant the landlord an Order of Possession effective two days after service. The Order must be served on the tenant and may be filed and enforced in the Courts of the Province 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 23, 2021

---

Residential Tenancy Branch