



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR-DR

Introduction

This matter proceeded by way of an ex parte Direct Request Proceeding pursuant to section 55(4) of the Residential Tenancy Act (the Act) and dealt with an Application for Dispute Resolution filed by the Landlord for an order of possession for unpaid rent.

The Landlord submitted a signed Proof of Service Notice of Direct Request Proceeding which declares that they served the Tenant with a Notice of Dispute Resolution Proceeding by registered mail on December 10, 2021. Service in this manner was supported by Canada Post registered mail receipts which provided the date and time of service and included the tracking number. Pursuant to sections 89 and 90 of the Act, I find this document is deemed to have been received by the Tenant on December 15, 2021, five days after it was mailed.

Issue to be Decided

Is the Landlord entitled to an order of possession for unpaid rent pursuant to sections 46 and 55 of the Act?

Background and Evidence

I have reviewed all written submissions and evidence before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The Landlord submitted the following relevant evidentiary material:

- A copy of a residential tenancy agreement which was signed by the parties on March 12, 2020, indicating the Tenant must pay a rent contribution based on income is due on or before the first calendar day of each month, for a tenancy commencing on May 1, 2008;
- A copy of an Application for Rent Subsidy date-stamped May 3, 2021 and a copy of an Income Verification letter dated June 10, 2021 confirming the Tenant's rent contribution of \$504.00 per month effective July 1, 2021;
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated November 18, 2021 for \$5,715.00 in unpaid rent (the 10 Day Notice). The 10 Day Notice provides that 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 date of November 28, 2021;
- A copy of a signed Proof of Service Notice to End Tenancy document which indicates that the 10 Day Notice was served on the Tenant by attaching a copy to the door of the Tenant's residence on November 18, 2021, which service was witnessed by K.E.;
- A copy of a Direct Request Worksheet showing the rent due in October, November, and December 2021; and
- A copy of a Statement of Account for the period from January 1, 2018 to December 1, 2021.

Analysis

I have reviewed all documentary evidence and I find that the Tenant was obligated to pay monthly subsidized rent in the amount of \$504.00.

In accordance with sections 88 and 90 of the Act, I find that the Tenant is deemed to have received the 10 Day Notice on November 21, 2021, three days after it was attached to the Tenant's door.

I accept the evidence before me that the Tenant failed to pay the rent owed in full or dispute the 10 Day Notice within five days after receipt of the 10 Day Notice as required under section 46(4) of the Act.

Based on the foregoing, I find that the Tenant is conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on December 1, 2021, the corrected effective date of the 10 Day Notice.

Therefore, I find the Landlord is entitled to an order of possession which will be effective two days after it is served on the Tenant.

Conclusion

The Landlord is granted an order of possession which will be effective two days after it is served on the Tenant. The order of possession must be served on the Tenant. The order of possession 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: January 14, 2022

Residential Tenancy Branch