



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GLR Properties LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR-DR, MNR-DR, FFL

Introduction

This hearing was scheduled to convene at 1:30 p.m. on March 4, 2022 concerning an application made by the landlord seeking an Order of Possession and a monetary order for unpaid rent or utilities, and to recover the filing fee from the tenant for the cost of the application. The application was made by way of the Direct Request process which was referred to this participatory hearing, and an Interim Decision dated January 24, 2022 was provided to the landlord.

An agent and a building manager for the landlord attended the hearing and each gave affirmed testimony. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant joined the call.

The landlord's agent submitted that the tenant was served with the Notice of Reconvened Hearing and other required documents on January 27, 2022 and has provided a copy of a Canada Post cash register receipt bearing that date and a tracking number. I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act* and the Interim Decision dated January 24, 2022.

All evidence of the landlord has been reviewed and is considered in this Decision.

Issue(s) to be Decided

- Has the landlord established that the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated December 2, 2021 was issued in accordance with the *Act*?
- Has the landlord established a monetary claim as against the tenant for unpaid rent?

Background and Evidence

The landlord's building manager (PB) testified that this fixed-term tenancy began on April 1, 2021 and expires on March 31, 2022, thereafter reverting to a month-to-month tenancy, and the tenant still resides in the rental unit. Rent in the amount of \$1,400.00 is payable on the 1st day of each month. On March 22, 2021 the landlord collected a security deposit from the tenant in the amount of \$700.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is an apartment in a 3-story apartment building, and a copy of the tenancy agreement has been provided as evidence for this hearing.

The building manager also testified that the tenant is currently in arrears of rent the sum of \$5,600.00, having not paid any rent for December, 2021 to March, 2022 inclusive.

On December 2, 2021 the building manager served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the Notice), by posting all 3 pages to the door of the rental unit, with a witness present. A copy of the 3-page Notice has been provided for this hearing and it is dated December 2, 2021 and contains an effective date of vacancy of December 12, 2021 for unpaid rent in the amount of \$1,400.00 that was due on December 1, 2021. A Proof of Service document has also been provided for this hearing which contains that information and a signature of a witness.

The tenant has not paid any rent since, and has not served the landlord with an application disputing the Notice. The landlord seeks an Order of Possession and a monetary order for the unpaid rent and recovery of the \$100.00 filing fee.

The landlord's agent (CR) testified that the witness who signed the Proof of Service of the Notice is another building manager employed by the landlord.

Analysis

Firstly, the *Residential Tenancy Act* states that once served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the Notice), the tenant has 5 days to pay the rent or dispute it by filing an application with the Residential Tenancy Branch and serving the landlord. If the tenant fails to do either, the tenant is conclusively presumed to have accepted the end of the tenancy and must move out 10 days after service.

In this case, I accept that the tenant was served with the Notice by posting it to the door of the rental unit on December 2, 2021, which is deemed to have been served 3 days

later, or December 5, 2021. I accept the undisputed testimony of the landlord's building manager that the tenant has not paid the rent and has not served the landlord with a dispute application. Therefore, I find that the tenant is conclusively presumed to have accepted the end of the tenancy.

I have reviewed the Notice, and I find that it is in the approved form and contains information required by the *Act*. I find that the landlord is entitled to an Order of Possession. Since the effective date of vacancy has passed, I grant the Order of Possession effective on 2 days notice to the tenant.

I also accept the undisputed testimony of the landlord's building manager that the tenant has not paid any rent for the months of December, 2021 to March, 2022 and is in arrears the sum of \$5,600.00, and I grant a monetary order in favour of the landlord in that amount.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$100.00 filing fee.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective on 2 days notice to the tenant.

I further grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$5,700.00.

These orders final and binding and may be enforced.

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: March 04, 2022

Residential Tenancy Branch