



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Kang Properties Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR

Introduction

This hearing dealt with an application filed by the landlord pursuant the *Residential Tenancy Act* (the “Act”) for an order of possession for unpaid rent pursuant to sections 46 and 55.

The tenant did not attend this hearing, although I left the teleconference connection open until 11:11 a.m. to enable the tenant to call into this hearing scheduled for 11:00 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 landlord and I were the only ones who had called into this teleconference.

The landlord attended the hearing represented by its owner, SK and property manager, EJ. The landlord testified that he served the tenant with the Notice of Dispute Resolution Proceedings package via registered mail to the tenant’s residence on February 11, 2022. The tracking number was provided and is recorded on the cover page of this decision. I deem the tenant served with the Notice of Dispute Resolution Proceedings package five days later, on February 16, 2022, in accordance with sections 89 and 90 of the Act.

This hearing was conducted in the absence of the tenant pursuant to Rule 7.3 of the Residential Tenancy Branch Rules of Procedure.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?

Background and Evidence

The landlord gave the following undisputed testimony. The tenancy began when the previous tenant occupying the rental unit died in approximately May of 2021. This tenant began to pay the rent on the unit in the amount of \$580.00 per month from that time onward. The property manager giving testimony at this hearing acknowledged that he has accepted rent payments from this tenant; spoken to him; and served him with documents in the past.

On December 18, 2021, the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent/Utilities by posting it to the tenant's door. A copy of the notice to end tenancy was provided as evidence as was a signed proof of service document. The notice states that the tenant failed to pay rent in the amount of \$580.00 plus arrears in the amount of \$1,010.00 that was due on December 1, 2021.

The landlord testified that since serving the notice to end tenancy, the tenant has not paid the arrears in rent or the rent for the month of December.

Analysis

Although there is no written tenancy agreement between the parties, I find that an implied tenancy agreement was established when the tenant began to pay rent and the landlord accepted rent from him.

The tenant is deemed to have received the landlord's 10 Day Notice to End Tenancy for Unpaid Rent/Utilities three days after it was posted to the tenant's door, or December 21, 2021 pursuant to sections 88 and 90 of the Act.

Section 46 of the Act stipulates that a tenant has five days from the date of receiving the Notice ending tenancy to either pay the outstanding rent or to file an Application for Dispute Resolution to dispute the Notice. In the circumstances before me I have no evidence that the tenant exercised either of these rights; therefore, pursuant to section 46(5) of the Act, I find that the tenant accepted that the tenancy has ended on the effective date of the Notice. The landlord is entitled to an Order of Possession.

As the effective date stated on the notice to end tenancy has passed, I grant the landlord an Order of Possession effective 2 days after service upon the tenant.

Conclusion

I grant an Order of Possession to the landlord effective **2 days after service on the tenant.**

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 26, 2022

Residential Tenancy Branch