



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute codes      OPR-DR

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order of possession for unpaid rent pursuant to section 55;

This application was originally heard by way of a Direct Request Proceeding and on March 14, 2022 an interim decision was issued adjourning the application to be reconvened at a participatory hearing.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 11:12 a.m. to enable the tenant to connect with this teleconference hearing scheduled for 11:00 a.m. The landlord attended the hearing and was given a full opportunity to provide affirmed testimony, present evidence and make submissions.

The landlord testified that at 2:23 p.m. on March 16, 2022, he posted a copy of the Application for Dispute Resolution including the Notice of Hearing and Interim Decision to the tenant's door. The landlord submitted a picture of the package taped to the tenant's door in support of service.

Based on the above evidence, I am satisfied that the tenant was deemed served with the Application for Dispute Resolution, Notice of Hearing and Interim Decision pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenant.

### Issues

Is the landlord entitled to an order of possession pursuant to a 10 Day Notice to End Tenancy for unpaid rent (the 10 Day Notice)?

### Background and Evidence

The tenancy began on March 10, 2020, with a monthly rent of \$800.00 payable on the 1<sup>st</sup> day of each month. The tenant paid a security deposit of \$400.00 at the start of the tenancy which the landlord continues to hold.

The landlord submitted a copy of a 10 Day Notice dated December 5, 2021. The 10 Day Notice indicates an outstanding rent amount of \$1600.00 which was due on December 1, 2021. The 10 Day Notice provides that the tenant had five days from the date of service to pay the outstanding rent in full or apply for Dispute Resolution or the tenancy would end on the stated effective date of the Notice.

The landlord testified that on December 5, 2021, he personally served the tenant with the 10 Day Notice. A witnessed proof of service of the 10 Day Notice was provided with the application.

The landlord testified the outstanding rent as per the 10 Day Notice was for November and December 2021. The landlord testified the outstanding amount of \$1600.00 was not paid within 5 days. The landlord testified that the tenant has since only paid an amount of \$800.00 which was paid on February 17, 2022.

The landlord has not filed for monetary compensation and is only seeking an order of possession at this time.

### Analysis

Section 46 of the Act requires that upon receipt of a 10 Day Notice the tenant must, within five days, either pay the full amount of the arrears indicated on the 10 Day Notice or dispute the notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch. If, as in the present case, the tenant does neither of these two things, the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the 10 Day Notice, December 15, 2021.

I am satisfied that the tenant was served with the 10 Day Notice on December 5, 2021. The tenant would have had until December 10, 2021, to pay the outstanding amount as per the 10 Day Notice which he failed to do.

I find that the 10 Day Notice issued by the landlord complies with the requirements of Section 52 of the Act, accordingly, the landlord is granted an Order of Possession pursuant to section 55 of the Act.

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant(s) 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: June 21, 2022

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Residential Tenancy Branch