



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PRIME PLUS HOLDINGS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR-DR

Introduction

This matter commenced by way of an ex parte Direct Request Proceeding pursuant to section 55(4) of the Residential Tenancy Act (the Act). However, in an Interim Decision dated August 5, 2022, an adjudicator ordered that the matter be adjourned to a participatory hearing. The Landlord seeks an order of possession pursuant to the Act.

The Landlord was represented at the participatory hearing by KN, an agent. KN provided a solemn affirmation at the beginning of the hearing. The Tenant did not attend the hearing.

On behalf of the Landlord, KN testified that the Tenant was served with the Notice of Dispute Resolution Proceeding package by registered mail on August 5, 2022. Copies of Canada Post receipts which showed the date and time of service and included the tracking number were submitted in support. Pursuant to sections 89 and 90 of the Act, I find the Tenant is deemed to have received these documents on August 10, 2022, five days after they were sent by registered mail.

KN was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

Is the Landlord entitled to an order of possession?

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.

On behalf of the Landlord, KN testified that the tenancy began on February 1, 2022. Rent of \$1,095.00 per month is due on the first day of each month. The Tenant did not pay a security deposit or a pet damage deposit. A copy of the tenancy agreement was submitted into evidence.

KN testified the Tenant did not pay rent when due on February 1, March 1, and April 1, 2022. Accordingly, the Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated June 14, 2022, for \$3,285.00 in unpaid rent (the 10 Day Notice). The 10 Day Notice is signed and dated, gives the address of the rental unit, states the effective date, states the grounds for ending the tenancy, and is in the approved form.

KN testified the 10 Day Notice was served on the Tenant by attaching a copy to the Tenant's door on June 14, 2022. A signed Proof of Service document confirming service in this manner was witnessed by CS was submitted in support.

KN also testified that the Tenant did pay rent for the months of June and July 2022 but has not paid rent for August or September 2022.

As noted above, the Tenant did not attend the hearing to dispute the Landlord's evidence.

Analysis

Based on the affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

The Landlord requested an order of possession. In this case, KN testified, and I find, that the 10 Day Notice was served on the Tenant by attaching a copy to the Tenant's door on June 14, 2022. Pursuant to sections 88 and 90 of the Act, documents served in this manner are deemed to be received three days later. Therefore, I find the 10 Day Notice is deemed to have been received by the Tenant on June 17, 2022.

I find the 10 Day Notice complies with the form and content requirements of section 52 of the Act.

Pursuant to section 46(4) of the Act, the Tenant had five days – until June 22, 2022 – to either pay rent in full or to dispute the 10 Day Notice by filing an application for dispute resolution. However, there was no evidence the Tenant disputed the 10 Day Notice in accordance with section 46(4) of the Act, and the affirmed testimony of KN confirms rent was not paid in this period. As a result, pursuant to section 46(5) of the Act, I find the Tenant is conclusively presumed to have accepted the tenancy ended on the effective date of the 10 Day Notice and must vacate the rental unit. Therefore, I find the Landlord is entitled to an order of possession, which will be effective two (2) days after it is served on the Tenant.

Although the Landlord did not apply for a monetary order for unpaid rent, the Landlord remains at liberty to reapply for any losses arising from the tenancy.

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 may be filed in 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: September 1, 2022

Residential Tenancy Branch