



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HUME INVESTMENTS
LTD and [tenant name suppressed]

DECISION

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 and utilities pursuant to section 55.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 11:10 a.m. in order 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 be heard, to present evidence and to make submissions.

The landlord testified that on August 31, 2022, she sent a copy of the Application for Dispute Resolution and Notice of Hearing to the tenant by registered mail. The landlord provided a registered mail receipt and tracking number in support of service.

Based on the above evidence, I am satisfied that the tenant was served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing 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 September 15, 2022. The current monthly rent is \$1415.00 payable on the 1st day of each month. The tenant paid a security deposit of \$697.50 at the start of the tenancy.

The landlord submitted a copy of a 10 Day Notice dated July 7, 2022. The 10 Day Notice indicates an outstanding rent amount of \$1415.00 which was due on July 1, 2022 plus a previous outstanding balance of \$300.00. 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 July 7, 2022 the 10 Day Notice was served to the tenant by leaving a copy in the tenant's mail-slot. A witnessed proof of service of the 10 Day Notice was provided with the application.

The landlord testified that the tenant did not pay the outstanding amount of rent as indicated on the 10 Day Notice within five days of service of the Notice. The landlord testified that the tenant has only made two small payments since and has not been keeping up with regular rent payments.

Analysis

Section 46 of the Act requires that upon receipt of a Notice to End Tenancy for non-payment of rent the tenant must, within five days, either pay the full amount of the arrears indicated on the 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.

I am satisfied that the tenant was deemed served with the 10 Day Notice on July 10, 2022, three days after its posting, pursuant to sections 88 & 90 of the Act. The tenant would have had until July 15, 2022 to pay the outstanding amount as per the 10 Day Notice which he failed to do.

I accept the landlord's uncontested evidence and find that the tenant was obligated to pay monthly rent in the amount of \$1415.00 but failed to pay rent for the month of July 2022.

Therefore, I find that the landlord is entitled to 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: September 29, 2022

Residential Tenancy Branch