



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      OPR-DR, MNR-DR, FFL

### Introduction

This hearing was scheduled to convene at 9:30 a.m. this date by way of conference call 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 was provided to the landlord.

An agent for the landlord attended the hearing, provided evidentiary material and 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 (hereafter referred to as the landlord) testified that the tenant was served with the Interim Decision and notice of this hearing (the hearing package) on August 12, 2021 by registered mail and was permitted to provide proof of such service after the hearing concluded. I now have a copy of a Canada Post cash register receipt bearing that date and a tracking number, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

### Issue(s) to be Decided

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

### Background and Evidence

The landlord testified that the landlord company purchased the rental complex on November 1, 2020 and the tenant was a tenant at that time. A copy of the tenancy agreement has been provided for this hearing, which adds the name of the new landlord company. The tenancy commenced on August 4, 2020 on a month-to-month basis and the tenant still resides in the rental unit. Rent in the amount of \$1,000.00 is payable on the 1<sup>st</sup> day of each month. At the outset of the tenancy the landlord at that time collected a security deposit in the amount of \$500.00 which is held in trust by the current landlord, and no pet damage deposit was collected. The rental unit is an apartment in a complex containing 3 stories.

The landlord further testified that on May 27, 2021 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the Notice) by posting it to the door of the rental unit. A copy has been provided for this hearing and it is dated May 27, 2021 and contains an effective date of vacancy of June 13, 2021 for unpaid rent in the amount of \$3,000.00. A Proof of Service document has also been provided which specifies that testimony, and contains a signature of a witness confirming service.

The tenant was actually in arrears the sum of \$4,850.00 at the time the Notice was issued. The tenant made the following payments to the landlord:

- \$400.00 in December, 2020, leaving \$600.00 outstanding;
- No payment for January or February, 2021, bringing the arrears to \$2,600.00;
- \$400.00 in March, 2021, bringing the arrears to \$3,200.00;
- \$350.00 in April, 2021, bringing the arrears to \$3,850.00;
- No payments since.

The tenant is currently in arrears of rent the sum of \$10,850.00.

The tenant has not paid any rent since the Notice was served, and has not served the landlord with an Application for Dispute Resolution disputing the Notice.

### Analysis

Firstly, the *Residential Tenancy Act* specifies that once served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, the tenant has 5 days to pay the rent in full or dispute the Notice. If the tenant does neither, the tenant is conclusively presumed to have accepted the end of the tenancy. In this case, the landlord testified that the Notice

was served by posting it to the door of the rental unit with a witness present on May 27, 2021, which is deemed to have been served 3 days later, or May 30, 2021.

I have reviewed the Notice, and although it is an older version of the approved form, I find that it is an approved form and contains information required by the *Act*.

The tenant did not pay the rent in full within 5 days, and has not paid any rent since. I accept the undisputed testimony of the landlord that the tenant has not served the landlord with an application disputing the Notice, and I have no such application before me. Therefore, I find that the tenant is conclusively presumed to have accepted the end of the tenancy, and 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 that the tenant is in arrears of rent the sum of \$10,850.00, and the landlord is entitled to a monetary order 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 \$10,950.00.

This order is 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: November 04, 2021

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Residential Tenancy Branch