



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

A matter regarding CROSSROADS ENTERPRISES  
LTD and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR

### Introduction

This dispute relates to the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for the following:

1. Order of possession for unpaid rent.

Two agents for the landlord attended the teleconference hearing. During the hearing the agents were given the opportunity to provide their evidence. A summary of the testimony is provided below and includes only that which is relevant to the hearing. Words utilizing the singular shall also include the plural and vice versa where the context requires.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing dated March 17, 2023 (Notice of Hearing), application and documentary evidence (Hearing Package) was considered. The agents testified that the Hearing Package was served on the tenant by registered mail, RN 625 683 125 CA on March 17, 2023. According to the Canada Post online registered mail tracking website, the registered mail package was signed for and accepted by the tenant on March 20, 2023. I find the tenant was served with the Hearing Package on March 20, 2023, as a result.

Residential Tenancy Branch (RTB) Rule 7.3 of the Rules of Procedure (Rules) applies and states the following:

### **Rule 7.3 Consequences of not attending the hearing**

The arbitrator may conduct the hearing in the absence of a party or dismiss the application, with or without leave to re-apply.

Based on the above, I find this matter to be unopposed by the tenant and the hearing continued without the tenant present.

### Preliminary and Procedural Matter

The agents confirmed their email address and that the tenant did not have an email address. As a result, the decision will be emailed to the landlord and will be sent via regular mail to the tenant.

### Issues to be Decided

- Is the landlord entitled to an order of possession for unpaid rent?

### Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed-term tenancy began on July 1, 2004, and converted to a month-to-month tenancy after June 2005. Monthly rent was originally \$750 per month and was increased over the course of the tenancy to the current rent of \$903 per month according to the agents.

The agents confirmed that the tenant was personally served with the 10 Day Notice on March 8, 2023 by agent DL and was witnessed by agent AD. The tenant did not file an application to dispute the 10 Day Notice. A copy of the 10 Day Notice was submitted in evidence and indicates that \$643.50 was owed as of March 1, 2023. The 10 Day Notice is dated March 8, 2023. The agents confirmed that the \$643.50 remains owing for March 2023 and that the tenant also has failed to pay \$903 for April 2023 rent. In addition, the agents confirmed that the tenant continues to occupy the rental unit and has advised the agents that they refuse to move.

The 10 Day Notice is dated and signed and includes an effective vacancy date of March 13, 2023. The agents clarified that they are not seeking the filing fee.

### Analysis

Based on the undisputed documentary evidence, undisputed testimony of the agents, and on the balance of probabilities, I find the following.

**Order of Possession** – I find the tenant breached section 26 of the Act by failing to pay full rent on March 1, 2023. I also find the tenant did not dispute the 10 Day Notice and has not paid the rent owing indicated on the 10 Day Notice and that the tenant is

conclusively presumed pursuant to section 46 of the Act, to have accepted that the tenancy ended on the effective vacancy date on the 10 Day Notice, which in the matter before me was March 13, 2023. I also find that the tenant continues to overhold the rental unit. Accordingly, I grant the landlord an order of possession effective **two (2) days** after service on the tenant. I find the tenancy ended on March 13, 2023.

### Conclusion

The landlord's application is fully successful.

The tenancy ended on March 13, 2023.

The landlord has been granted an order of possession effective two (2) days after service upon the tenant. This order must be served on the tenant and may be enforced in the Supreme Court of British Columbia.

Should the tenant failed to vacate the rental unit, the tenant is cautioned that they can be held liable for all costs related to enforcement of the order of possession including, but not limited to, court costs and bailiff fees.

This decision and the order of possession will be emailed to the landlord.

The decision will be sent by regular mail to the tenant, as they do not have an email address listed.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 17, 2023

---

Residential Tenancy Branch