



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

This hearing dealt with the landlord's application for an Order of Possession for unpaid rent and a Monetary Order to recover unpaid rent, loss of rent, and utilities from the tenant. The tenant did not appear at the hearing. The landlord provided a registered mail receipt and tracking information as proof the landlord sent the hearing package to the tenant on September 14, 2011.

I noted that the hearing package was sent to a box number. The landlord explained that residents of this town do not have postal delivery to their residences and that all residents have a box number. The box number used has been provided by the tenant. I noted that on a "Declaration of Income and Assets form" signed by the tenant her mailing address is listed using the same box number. I was satisfied the tenant was sufficiently served via registered mail and it is deemed to be received by the tenant five days after mailing even though the tenant did not accept or pick up the registered mail.

The landlord also testified that upon return of the unclaimed registered mail an agent for the landlord personally delivered the hearing package to the tenant on October 7, 2011 at the rental unit.

Based on the above, I was satisfied the tenant has been sufficiently served with the hearing documents and I proceeded to hear from the landlord without the tenant present.

### Issue(s) to be Decided

1. Is the landlord entitled to an Order of Possession for unpaid rent?
2. Is the landlord entitled to recover unpaid and loss of rent for the period of July 2011 through October 2011?
3. Is the landlord entitled to recover two gas bills paid by the landlord for the periods June 27, 2011 through July 22, 2011 and July 22, 2011 through August 18, 2011?

### Background and Evidence

The tenancy commenced January 4, 2011 and the tenant is required to pay rent of \$504.00 on the 1<sup>st</sup> day of every month under a tenancy agreement that provides for “rent geared to income”. A security deposit was not required or collected from the tenant.

The tenant made a partial payment of rent for July 2011 leaving \$256.00 in rent outstanding. The landlord posted a 10 Day Notice to End Tenancy for Unpaid Rent on the tenant's door on July 11, 2011. The tenant did not pay the outstanding rent or dispute the Notice.

The tenant did not pay any monies towards rent for August 2011 and on August 10, 2011 the landlord personally served a second 10 Day Notice to End Tenancy for Unpaid Rent upon the tenant. The second Notice issued indicates \$760.00 was outstanding as of August 1, 2011. The tenant did not pay the outstanding rent or dispute the Notice.

I heard that the tenant has continued to reside in the rental unit and has not paid any monies for occupancy for September or October 2011.

In filing this application the landlord filed to recover unpaid rent for the months of July 2011 through October 2011 in the total amount of \$1,768.00. In addition, the landlord requested recovery of \$52.22 for a gas bill on the application. During the hearing, the landlord requested that the application be amended to include a claim for a gas bill received by the landlord for the period July 22, 2011 through August 18, 2011 in the amount of \$30.34. Since this gas bill was included in the landlord's evidence package and the landlord's summary of evidence page indicated this bill was part of the landlord's claim I permitted the landlord's request as I found the tenant would have knowledge the landlord is seeking to recover this amount from the tenant.

The landlord testified that the tenant is required to have the gas bill in her name; however, the gas company informed the landlord that the gas was going to be shut off so the landlord put the gas account in the landlord's name. The landlord has provided the tenant with copies of the two gas bills it is seeking to recover from the tenant by way of mail and the landlord's evidence package. The tenant has not made any payments to the landlord for the gas bills.

Documentary evidence provided for this proceeding included: the tenancy agreement; the “Declaration of Income and Assets” form; the 10 Day Notices issued in July and August 2011; the two gas bills; the registered mail receipt and tracking information.

### Analysis

When a tenant receives a 10 Day Notice the tenant has five days to pay the outstanding rent to nullify the Notice or the tenant has five days to dispute the Notice by filing an Application for Dispute Resolution. If a tenant does not pay the outstanding rent or dispute the Notice within five days then, pursuant to section 46(5) of the Act, the tenant is conclusively presumed to have accepted the tenancy will end and must vacate the rental unit by the effective date of the Notice.

Since the tenant did not pay the outstanding rent or dispute the Notices served upon her I find the tenancy has ended and the landlord is entitled to regain possession of the rental unit. Provided with this decision is an Order of Possession effective two (2) days after service upon the tenant. If the tenant does not comply with the Order of Possession the landlord may enforce it in The Supreme Court of British Columbia as an Order of that court.

I find the landlord entitled to recover unpaid rent and loss of rent from the tenant for the months of July through October 2011 since the tenant has not vacated the rental unit. Upon review of the tenancy agreement and the gas bills submitted by the landlord I am satisfied the tenant is obligated to pay for the gas consumed in her rental unit. Therefore, I grant the landlord's monetary claim calculated as follows:

July 2011 unpaid rent – per 10 Day Notice	\$ 256.00
August 2011 unpaid rent	504.00
September 2011 loss of rent	504.00
October 2011 loss of rent	504.00
Gas bill for June 27 – July 22, 2011	52.22
Gas bill for July 22 – August 18, 2011	30.34
Filing fee	<u>50.00</u>
Monetary Order	\$ 1,900.56

The landlord must serve the Monetary Order upon the tenant and may enforce it in Provincial Court (Small Claims) as necessary.

### Conclusion

The landlord has been provided an Order of Possession effective two (2) days after service upon the tenant. The landlord has been provided a Monetary Order in the amount of \$1,900.56 to serve upon the tenant.

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: October 11, 2011.

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Residential Tenancy Branch