



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR MNDC FF

Introduction

This hearing dealt with an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) by the landlord to obtain an order of possession for unpaid rent or utilities, a monetary order for unpaid rent or utilities, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

The landlord appeared at the teleconference hearing and gave affirmed testimony. During the hearing the landlord was given the opportunity to provide their evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the “Notice of Hearing”) was considered. The landlord testified that the tenant was served the Notice of Hearing on August 12, 2013 at 5:45 p.m. at location, ML which was witnessed by her friend, AM. The landlord stated that she served the tenant with the Notice of Hearing and evidence, and the tenant accepted the documents. The tenant submitted a letter from AM dated August 15, 2013, which supports that she witnessed the landlord serve the tenant with dispute resolution documents on August 12, 2013 at location ML at 5:45 p.m. Based on the above, I find the tenant was sufficiently served under the *Act*.

Preliminary and Procedural Matter

The landlord stated that since filing her application on August 9, 2013, the tenant has failed to pay \$1,000.00 in rent for August 2013 and continues to occupy the rental unit. The landlord requested to add unpaid August 2013 rent of \$1,000.00 to her monetary claim. I allow the tenant to add August 2013 rent to her monetary claim as I find it

reasonable that the tenant would be aware that rent is due in accordance with the tenancy agreement and given that the tenant continues to occupy the rental unit.

Issues to be Decided

- Is the landlord entitled to an order of possession under the *Act*?
- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?

Background and Evidence

The tenancy agreement submitted in evidence indicates that a month to month tenancy began on July 1, 2012. Monthly rent in the amount of \$1,000.00 is due on the first day of each month. A security deposit of \$500.00 was paid by the tenant at the start of the tenancy which the landlord continues to hold.

The landlord testified that she served a 10 Day Notice for Unpaid Rent or Utilities (the "10 Day Notice"), however, the 10 Day Notice submitted in evidence is not dated by the landlord which is required under section 52 of the *Act*.

The landlord testified that the tenant owes \$12,300.00 in unpaid rent as follows:

Description	Amount
1. Unpaid rent for August 2012	\$1,000.00
2. Unpaid rent for September 2012	\$1,000.00
3. Unpaid rent for October 2012	\$1,000.00
4. Unpaid rent for November 2012	\$1,000.00
5. Unpaid rent for December 2012	\$1,000.00
6. Unpaid rent for January 2013	\$300.00
7. Unpaid rent for February 2013	\$1,000.00
8. Unpaid rent for March 2013	\$1,000.00
9. Unpaid rent for April 2013	\$1,000.00
10. Unpaid rent for May 2013	\$1,000.00
11. Unpaid rent for June 2013	\$1,000.00
12. Unpaid rent for July 2013	\$1,000.00
13. Unpaid rent for August 2013	\$1,000.00
TOTAL OWING FOR UNPAID RENT	\$12,300.00

Analysis

Based on the documentary evidence and the undisputed testimony of the landlord provided during the hearing, and on the balance of probabilities, I find the following.

Order of Possession – The landlord failed to date the 10 Day Notice submitted in evidence, which is required under section 52 of the *Act*. As a result, **I cancel** the 10 Day Notice as it not a valid 10 Day Notice under the *Act*. As a result, **I do not grant** the landlord an order of possession as the landlord failed to serve the tenant with a valid 10 Day Notice.

Claim for unpaid rent – The tenancy agreement submitted in evidence supports that \$1,000.00 in rent is due on the first day of each month. The landlord testified that a total of \$12,300.00 in unpaid rent remains owing by the tenant as described in the table above. I accept that the tenant owes \$12,300.00 in unpaid rent. The tenant continues to occupy the rental unit.

I find the landlord has met the burden of proof and has established a monetary claim of **\$12,300.00** in unpaid rent as described in the table above.

As the landlord's application had merit, **I grant** the landlord the recovery of the **\$100.00** filing fee.

Monetary Order – I find that the landlord has established a total monetary claim in the amount of \$12,400.00 comprised of \$12,300.00 in unpaid rent, and the \$100.00 filing fee. **I grant** the landlord a monetary order in the amount of **\$12,400.00** pursuant to section 67 of the *Act*. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

I cancel the 10 Day Notice as the landlord failed to date the 10 Day Notice which renders the 10 Day Notice invalid.

I find that the landlord has established a total monetary claim of \$12,400.00. I grant the landlord a monetary order under section 67 in the amount of **\$12,400.00**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

For the benefit of both parties, I am including a copy of *A Guide for Landlords and Tenants in British Columbia* with my Decision.

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: August 21, 2013

Residential Tenancy Branch

