



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Vancouver Eviction Services  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes            OPR, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 11:17 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 11:00 a.m. The landlords' representative (the landlord) attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord entered written evidence in the form of a signed Proof of Service document and sworn oral testimony that Landlord JBL posted the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on the tenant's door at 10:00 a.m. on June 2, 2014. In accordance with sections 88 and 90 of the *Act*, the 10 Day Notice was deemed served to the tenant on June 5, 2014, the third day after its posting. The landlord testified that she sent the tenant a copy of the landlords' dispute resolution hearing package by registered mail on June 19, 2014. She entered into written evidence a copy of the Canada Post Tracking Number and gave sworn testimony that Canada Post's Online Tracking System revealed that Canada Post commenced the process of returning the hearing package to the landlord after the tenant failed to retrieve the package on June 25, 2014. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was deemed served with the landlords' dispute resolution hearing package, including notice of this hearing, on June 30, 2014, the fifth day after its registered mailing.

### Issues(s) to be Decided

Are the landlords entitled to an Order of Possession for unpaid rent? Are the landlords entitled to a monetary award for unpaid rent? Are the landlords entitled to recover the filing fee for this application from the tenant?

### Background and Evidence

The landlords entered into written evidence a copy of the one-year fixed Residential Tenancy Agreement signed by the parties on April 23, 2014, for a tenancy to run from May 1, 2014 until May 1, 2015. Monthly rent is set at \$1,375.00, payable in advance on the first of each month, plus heat and hydro. Landlord JBL continues to hold the tenant's \$690.00 security deposit paid on April 23, 2014.

The landlord testified that the tenant has not made any further payments since the 10 Day Notice for unpaid rent of \$1,375.00 for June 2014 was issued to the tenant. The landlord applied for a monetary award of \$4,125.00, an amount designed to compensate the landlords for unpaid rent of \$1,375.00 for each of June, July and August 2014.

Analysis

The tenant failed to pay the amount identified as owing in the 10 Day Notice in full within five days of being deemed to have received the 10 Day Notice. The tenant has not made application pursuant to section 46(4) of the *Act* within five days of being deemed to have received the 10 Day Notice. In accordance with section 46(5) of the *Act*, the tenant's failure to take either of these actions within five days led to the end of his tenancy on the effective date of the notice. In this case, this required the tenant to vacate the premises by June 15, 2014. As that has not occurred, I find that the landlords are entitled to a 2 day Order of Possession. The landlords will be given a formal Order of Possession which must be served on the tenant. If the tenant does not vacate the rental unit within the 2 days required, the landlords may enforce this Order in the Supreme Court of British Columbia.

Based on the undisputed sworn testimony and written evidence submitted, I find that the landlords are entitled to a monetary award of \$1,375.00 in unpaid rent for each of June, July and August 2014. I allow the landlords to retain the tenant's security deposit in partial satisfaction of this monetary award. No interest is payable over this period. As the landlords have been successful in their application, I allow them to recover their filing fee from the tenant.

Conclusion

I grant an Order of Possession to the landlords effective **two days after service of this Order** on the tenant. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue a monetary Order in the landlords' favour under the following terms, which allows the landlords to recover unpaid rent and their filing fee and to retain the tenant's security deposit:

<b>Item</b>	<b>Amount</b>
Unpaid June 2014 Rent	\$1,375.00
Unpaid July 2014 Rent	1,375.00
Unpaid August 2014 Rent	1,375.00
Less Security Deposit	-690.00
Recovery of Filing Fee for this Application	50.00
<b>Total Monetary Order</b>	<b>\$3,485.00</b>

The landlords are provided with these Orders in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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: August 13, 2014

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**Residential Tenancy Branch**

