



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing was convened by way of conference call in response to the landlords application for an Order of Possession for unpaid rent; for a Monetary Order for unpaid rent; for an Order permitting the landlord to keep all or part of the tenants security deposit; and to recover the filing fee from the tenant for the cost of this application. At the outset of the hearing the landlord testified that the tenant did not pay a security deposit therefore the landlord withdraws this section of their claim as it was claimed in error.

Service of the original hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*; served by registered mail on July 29, 2014. Canada Post tracking numbers were provided by the landlord in documentary evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*. The landlord amended their claim on September 04, 2014 and served the tenant on that day by posting the amended application to the tenant's door.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the landlord entitled to an Order of Possession due to unpaid rent?
- Is the landlord entitled to a monetary Order to recover rent owed?

Background and Evidence

The landlord's agent testified that this fixed term tenancy started on April 01, 2010 and reverted to a month to month tenancy on January 01, 2011. Rent for this unit was \$706.32 and increased to \$802.48 on February 01, 2014. Rent is due on the 1st of each month.

The landlord's agent testified that the tenant failed to pay the rent on July 01, 2014. The landlord issued a 10 Day Notice to End Tenancy for unpaid rent on July 02, 2014. This was posted on the tenant's door and was deemed to have been served three days after posting. The tenant had five days to either pay the outstanding rent, apply for Dispute Resolution or the tenancy would end on July 15, 2014. The tenant did make a payment of \$498.46 on July 05 2014. The balance of rent for July of \$304.02 remains unpaid. Since that time the tenant has failed to pay all the rent for August, 2014 leaving an unpaid balance of \$307.02 and for September, 2014 leaving an unpaid balance of \$304.02. The total amount of unpaid rent is now \$915.06.

The landlord seeks an Order of Possession to take effect as soon as possible and a Monetary Order to recover the unpaid rent and filing fee of \$50.00.

Analysis

The tenant did not appear at the hearing, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I am satisfied that there is outstanding rent for July, August and September 2014 of \$915.06.

Consequently, it is my decision that the landlord is entitled to a Monetary Order to recover this unpaid rent pursuant to s. 67 of the *Act*

As the landlord has been successful in this matter, the landlord is also entitled to recover the **\$50.00** filing fee for this proceeding pursuant to s. 72(1) of the *Act*.

I accept that the tenant was served the 10 Day Notice to End Tenancy for unpaid rent, pursuant to section 88 of the *Residential Tenancy Act*. The Notice states that the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. As this Notice was posted on the tenant's door it was deemed served three days after posting on July 05, 2014. The tenant did not pay all the outstanding rent within five days nor apply to dispute the Notice to End Tenancy within five days.

Based on the foregoing, I find that the tenant is conclusively presumed, under section 46(5) of the *Act*, to have accepted that the tenancy ended on the effective date of the Notice. As this date has since passed I grant the landlord an Order of Possession for two days after service upon the tenant pursuant to s. 55 of the *Act*.

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$965.06** comprised of unpaid rent and the filing fee. The Order must be served on the Respondent and is enforceable through the Provincial Court as an Order of that Court.

I HEREBY ISSUE an Order of Possession in favour of the landlord effective **two days** after service on the tenant. This Order must be served on the Respondent and may be filed in the Supreme Court and enforced as an Order 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: September 25, 2014

Residential Tenancy Branch

