



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

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

- an order of possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67; and
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 1117 in order to enable the tenant to connect with this teleconference hearing scheduled for 1100. The landlord's agent 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's agent testified that she served the tenant with the dispute resolution package on 14 November 2014 by registered mail. The landlord's agent provided me with a Canada Post customer receipt that showed the same. On the basis of this evidence, I am satisfied that the tenant was deemed served with dispute resolution package pursuant to sections 89 and 90 of the Act.

The landlord's agent testified that she served the tenant with the 10 Day Notice on 15 October 2014 by registered mail. The landlord's agent provided me with a Canada Post customer receipt that showed the same. On the basis of this evidence, I am satisfied that the tenant was deemed served with 10 Day Notice pursuant to sections 88 and 90 of the Act.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for unpaid rent? Is the landlord entitled to a monetary award for unpaid rent? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the landlord's agent, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the landlord's claim and my findings around it are set out below.

The Public Guardian Trustee (the PGT) is committee for the landlord. The PGT contracts its rental management to a company for which the landlord's agent is an employee. The landlord is the tenant's mother. The landlord currently lives in an assisted living facility.

The tenant agreed to pay \$600.00 to the landlord's trust account as rent. Monthly rent of \$600.00 is payable. No security deposit was collected by the landlord, the landlord's agent or the PGT.

The 10 Day Notice was dated 15 October 2014 and set out an effective date of 30 October 2014. The 10 Day Notice was issued for \$1,800.00 of outstanding rent for the months of August through October inclusive.

The landlord's agent testified that the tenant has outstanding rent for August through December, inclusive: total outstanding rent is \$3,000.00. The landlord's agent testified that she has not received any payments from the tenant since the 10 Day Notice was served to the tenant.

Analysis

Pursuant to section 46 of the Act, a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end tenancy effective on a date that is not earlier than ten day s after the date the tenant receives the notice.

The tenant failed to pay the outstanding rent within five days of receiving the 10 Day Notice. The tenant has not made application pursuant to subsection 46(4) of the Act within five days of receiving the 10 Day Notice. In accordance with subsection 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 30 October 2014. As that has not occurred, I find that the landlord is entitled to a two-day order of possession. The landlord will be given a formal order of possession which must be served on the tenant(s). If the tenant does not vacate the rental unit within the two days required, the landlord may enforce this order in the Supreme Court of British Columbia.

The landlord's agent has provided sworn and uncontested testimony that the tenant has unpaid rental arrears totaling \$3,000.00. I find that the landlord's agent has proven the landlord's entitlement to the rent arrears. The landlord is entitled to a monetary order for the unpaid rent.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$50.00 filing fee paid for this application.

### Conclusion

I issue a monetary order in the landlord's favour in the amount of \$3,050.00 under the following terms:

<b>Item</b>	<b>Amount</b>
Unpaid August Rent	\$600.00
Unpaid September Rent	600.00
Unpaid October Rent	600.00
Unpaid November Rent	600.00
Unpaid December Rent	600.00
Recovery of Filing Fee for this Application	50.00
<b>Total Monetary Order</b>	<b>\$3,050.00</b>

The landlord is provided with a formal copy of an order of possession. Should the tenant(s) fail to comply with this order, this order may be filed and enforced as an order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the *Residential Tenancy Act*.

Dated: December 11, 2014

---

Residential Tenancy Branch

