



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This matter dealt with an application by the Landlords for an Order of Possession, a Monetary Order for unpaid rent and to recover the filing fee for this proceeding.

The Landlord's Agent said his employee served the Tenants with the Application and Notice of Hearing (the "hearing package") by personal delivery to the male Tenant on July 5, 2015. Based on the evidence of the Landlords' agent, I find that the male Tenant was served with the Landlords' hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenants' absence.

During the hearing the Landlords said the Tenants moved out of the unit, therefore the Landlords are withdrawing their application for an Order of Possession as they have possession of the rental unit.

Issues(s) to be Decided

1. Are there rent arrears and if so, how much?
2. Is the Landlord entitled to compensation for unpaid rent and if so how much?

Background and Evidence

This tenancy started in July, 2008 as a short term verbal tenancy with a rent of \$1,200.00 per month. In September, 2008 the tenancy was expanded to an additional guest room and the rent was increased to \$1,400.00. No security deposit was paid by the Tenants.

The Landlords said that the Tenants paid rent on a random basis over the tenancy and they have sent two demand letters for rent arrears. The first letter dated April 17, 2015 was for \$19,400.00 and the second demand letter dated May 6, 2015 was for \$20,800.00. Both demand letters were prepared and sent by their lawyer the Landlords' Agent.

Further the Landlords' Agent said his firm served a 10 Day Notice to End Tenancy for Unpaid Rent dated May 29, 2015 on May 29, 2015 for the amount of \$20,800.00. The 10 Day Notice to End Tenancy for Unpaid Rent was served in person to the Tenants. The Tenants did not respond to this Notice to End Tenancy and the Tenants did not make an application with the Residential Tenancy Branch to dispute the 10 Day Notice to End Tenancy for Unpaid Rent.

In addition the Landlords submitted into evidence and gave affirmed testimony that the Tenants have not paid the rent arrears indicated on the 10 Day Notice to End Tenancy for Unpaid Rent in the amount of \$20,800.00 nor have the Tenants paid the rent for June, July and August, 2015 in the amount of \$4,200.00. The Tenants' Agent said there is \$25,000.00 of unpaid rent owing to the Landlords. The Landlords' Agent said they have submitted a summary sheet of the rent payment and copies of the Landlords' bank statements to corroborate the rent ledger.

The Landlords' Agent said the Landlords are requesting a monetary Order for \$25,000.00 for unpaid rent.

Analysis

Section 26 says a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

When a tenant does not pay the rent a landlord may issue a 10 Day Notice to End Tenancy for Unpaid Rent and the Landlord can follow that action with an application for an Order of Possession and a monetary Order to recover the unpaid rent. The tenant can also make an application to dispute a 10 Day Notice to End Tenancy for Unpaid Rent within 5 days of receiving the 10 Day Notice to End Tenancy for Unpaid Rent. If a tenant does not dispute the Notice to End Tenancy then it is presumed that the tenant has accepted the Notice to End Tenancy and the consequences that go with it.

In this situation the Tenants did not dispute the 10 Day Notice to End Tenancy for Unpaid Rent as indicated on page two of the Notice; therefore they are presumed to have accepted the Notice as written. Consequently the Tenants have accepted that they have unpaid rent of \$20,800.00. As well I accept the Landlords' affirmed testimony that the Tenants have not paid the June, July and August, 2015 rent in the amount of \$4,200.00. Therefore I award the Landlords \$25,000.00 in unpaid rent.

The Landlords have been successful in this matter but they will have to bear the cost of the application fee of \$100.00 as \$25,000.00 is the maximum award that is allowed until the Act.

Conclusion

A Monetary Order in the amount of \$25,000.00 has been issued to the Landlords. A copy of the Orders must be served on the Tenants: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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 31, 2015

Residential Tenancy Branch

