



# Dispute Resolution Services

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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, MNDC, MNSD, FF

### Introduction

This hearing was convened by way of conference call concerning an application made by the landlords for an Order of Possession and a monetary order for unpaid rent or utilities; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for an order permitting the landlords to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenant for the cost of the application.

The landlords were represented at the hearing by an agent who gave affirmed testimony. However, despite being served with the Landlord's Application for Dispute Resolution and notice of this hearing, no one for the tenants attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participant who joined the call was the landlord's agent. The landlord's agent testified that the tenant was served by registered mail on September 11, 2015, and has provided a copy of a Registered Domestic Customer Receipt showing that the registered mail was addressed to the tenant, and is stamped with that date by Canada Post, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

During the course of the hearing the landlord's agent stated that the application for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit is an error and is withdrawn.

### Issue(s) to be Decided

The issues remaining to be decided are:

- Is the landlord entitled under the *Residential Tenancy Act* to an Order of Possession for unpaid rent?

- Has the landlord established a monetary claim as against the tenant for unpaid rent?

### Background and Evidence

The landlord's agent (hereafter referred to as the landlord) testified that this month-to-month tenancy began on August 1, 2014 and the tenant still resides in the rental unit. Rent in the amount of \$400.00 per month is payable on the 1<sup>st</sup> day of each month. No security deposit or pet damage deposit were collected by the landlords.

The landlord further testified that the tenant failed to pay rent when it was due for the month of August, 2015 and on August 11, 2015 the landlords' agents served the tenant personally with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. A copy of the notice has been provided and it is dated August 11, 2015 and contains an effective date of vacancy of August 21, 2015 for unpaid rent in the amount of \$600.00 that was due on August 1, 2015. Both pages of the 2-page notice have been provided. A Proof of Service document has also been provided which contains that information.

The tenant has not paid the outstanding rent and has not served the landlords with an application for dispute resolution disputing the notice. The tenant is currently in arrears the sum of \$1,200.00 to the end of October, 2015, and the landlords seek an Order of Possession and a monetary order for the unpaid rent, as well as recovery of the \$50.00 filing fee.

### Analysis

The *Residential Tenancy Act* requires a tenant to dispute a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities within 5 days of service, or to pay the outstanding rent within that 5 day period. If the tenant does neither, the tenant is conclusively presumed to have accepted the end of the tenancy. In this case, in the absence of any evidence to the contrary, I am satisfied that the tenant was personally served with the notice on August 11, 2015 and has not paid the rent in full, accumulating more arrears of rent. I also accept the testimony of the landlords' agent that the tenant has not served the landlords with an application for dispute resolution disputing the notice, and I have no such application before me. Therefore, I find that the tenant is conclusively presumed to have accepted the end of the tenancy and the landlords are entitled under the *Residential Tenancy Act* to an Order of Possession. Since the effective date of vacancy contained in the notice has already passed, I grant the Order of Possession on 2 days notice to the tenants.

I am also satisfied that the landlords have established a monetary claim as against the tenant for unpaid rent in the amount of \$1,200.00, and since the landlords have been successful with the application, the landlords are also entitled to recovery of the \$50.00 filing fee.

### Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlords on 2 days notice to the tenant.

I further grant a monetary order in favour of the landlords as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,250.00.

These orders are final and binding and may be enforced.

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: October 29, 2015

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Residential Tenancy Branch

