



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC

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; and
- 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.

The tenant did not attend this hearing, although I waited until 0917 in order to enable the tenant to connect with this teleconference hearing scheduled for 0900. 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 testified that she served the tenant with the dispute resolution package on 9 November 2015 by posting the package to the tenant's door and on 11 November 2015 in person. The landlord testified that the package included all evidence before me. On the basis of this evidence, I am satisfied that the tenant was served with the dispute resolution package pursuant to section 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 and losses arising out of this tenancy?

Background and Evidence

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

This tenancy began in February 2015. There is no written tenancy agreement for this tenancy. The oral tenancy agreement required the tenant to commence paying rent of \$350.00 on 1 March 2015. Rent is due on the first of the month. The landlord does not hold a security deposit.

On 23 October 2015, the landlord issued the 10 Day Notice to the tenant. The 10 Day Notice was dated 23 October 2015 and set out an effective date of 5 November 2015. The 10 Day Notice set out that the tenant failed to pay \$1,050.00 in rent that was due on 1 October 2015. The rental arrears included \$350.00 from August's and \$350.00 from September's rents.

The landlord testified that she has not received any payments since the issuance of the 10 Day Notice. The landlord testified that she is not aware of any reason that the tenant would be entitled to deduct any amount from rent.

The landlord testified that the tenant has two uninsured vehicles on the property that she has asked him to remove. The landlord testified that she estimates it will cost \$200.00 to remove the vehicles from the property.

The landlord claims for \$2,300.00:

Item	Amount
Unpaid August Rent	\$350.00
Unpaid September Rent	350.00
Unpaid October Rent	350.00
Unpaid November Rent	350.00
Unpaid December Rent	350.00
Unpaid January Rent	350.00
Removal of Vehicles	200.00
Total Monetary Order Sought	\$2,300.00

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 days 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 5 November 2015. As that has not occurred, I find that the landlord is entitled to a two-day order of possession.

The landlord has provided sworn and uncontested testimony that the tenant has unpaid rental arrears totaling \$2,200.00. I find that the landlord has proven her entitlement to the rent arrears. The landlord is entitled to a monetary order for the unpaid rent.

The landlord seeks compensation for the cost of removing the tenant's uninsured vehicles. This claim by the landlord is premature. There is nothing in the tenancy agreement or the Act that prevents the tenant from storing vehicles on the property. As the tenancy had not ended at the time of the landlord's claim she is not permitted to deal with the tenant's property in this manner. Further, the tenant may still remove the vehicles when he vacates.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$2,100.00 under the following terms:

Item	Amount
Unpaid August Rent	\$350.00
Unpaid September Rent	350.00
Unpaid October Rent	350.00
Unpaid November Rent	350.00
Unpaid December Rent	350.00
Unpaid January Rent	350.00
Total Monetary Order	\$2,100.00

The landlord is provided with this order in the above terms and the tenant(s) must be served with this order as soon as possible. Should the tenant(s) fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

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 Act.

Dated: January 08, 2016

Residential Tenancy Branch

