



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Barafield Realty Co. Ltd c/o Gateway Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR MNR DRI CNR OLC PSF RR MNDC FF

Introduction

This hearing dealt with applications by the landlord and the tenant. The landlord applied for an order of possession and a monetary order for unpaid rent. The tenant applied to cancel a notice to end tenancy as well as for monetary compensation and other orders. The landlord participated in the teleconference hearing, but the tenant did not call into the hearing.

This matter was set for hearing by telephone conference call at 11:00 a.m. on this date. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time was the landlord. Therefore, as the tenant did not attend the hearing by 11:10 a.m., and the landlord appeared and was ready to proceed, I dismiss the tenant's claim without leave to reapply.

The landlord submitted evidence that they served the tenant with their application for dispute resolution and notice of hearing by registered mail sent on January 29, 2016. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenant was deemed served with notice of the hearing on February 3, 2016, and I proceeded with the hearing in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?
Is the landlord entitled to a monetary order?

Background and Evidence

The tenancy began on June 1, 2014. Rent in the amount of \$735.00 was payable in advance on the first day of each month until February 1, 2016, when the rent increased to \$750.00. At the outset of the tenancy, the landlord collected a security deposit from

the tenant in the amount of \$362.50. The tenant failed to pay rent in the month of January 2016 and on January 6, 2016 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent in the month of February 2016. The tenant also owes \$10.00 from December 2015.

The Landlord's evidence included the following:

- a copy of a residential tenancy agreement, signed by the tenant and the landlord on May 28, 2014;
- copies of two notices of rent increase, indicating that the landlord raised the rent in accordance with the Act;
- a copy of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, with an effective vacancy date of January 19, 2016, for failure to pay rent in the amount of \$745.00 that was due on January 1, 2016;
- a copy of a Proof of Service of Notice to End Tenancy, showing that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent by attaching the notice to the rental unit door in the presence of a witness on January 6, 2015; and
- a copy of the Landlord's Application for Dispute Resolution, filed January 19, 2016.

Analysis

I have reviewed all evidence and I accept that the tenant was served with the notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenant on January 9, 2016.

I accept the evidence before me that the tenant has failed to pay the rent owed within the five days granted under section 46(4) of the Act. I find that the tenant is conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on January 19, 2016, the effective date of the notice. The landlord is therefore entitled to an order of possession.

As for the monetary order, based on the above-noted evidence I find that the landlord has established a claim for \$1,495.00 in unpaid rent.

Conclusion

The tenant's application is dismissed.

I grant the landlord an order of possession effective two days from service. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord is entitled to \$1,495.00. I order that the landlord retain the security deposit of \$362.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,132.50. This order may be filed in the Small Claims 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: February 10, 2016

Residential Tenancy Branch

