



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, FF

Introduction

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

- an Order of Possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The tenant did not attend this hearing, which lasted approximately 12 minutes. The landlord's agent, SA ("landlord") connected to the teleconference late at 9:36 a.m. when the hearing started at 9:30 a.m. The landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord provided a written authorization and confirmed that she had authority to speak on behalf of both the landlord company and the individual landlord named in this application as an agent at this hearing.

The landlord testified that the tenant was served with the landlords' application for dispute resolution hearing package ("Application") on March 18, 2016, by way of registered mail. The landlord provided a Canada Post receipt and tracking number with the Application. The landlord checked the tracking number on the Canada Post website during the hearing and confirmed that the tenant received and signed for the package on March 23, 2016. In accordance with sections 89 and 90 of the Act, I find that the tenant was deemed served with the landlords' Application on March 23, 2016, five days after its registered mailing.

The landlords' Application indicates that the tenant was served with the landlords' 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated February 29, 2016 ("10

Day Notice”), on the same date, by way of posting to the rental unit door where the tenant is residing. The landlord said that the date of the notice was changed and handwritten on to the notice before it was served to the tenant. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was deemed served with the landlords’ 10 Day Notice on March 3, 2016, three days after its posting.

Issues to be Decided

Are the landlords entitled to an Order of Possession for unpaid rent?

Are the landlords entitled to a monetary award for unpaid rent and for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement?

Are the landlords entitled to recover the filing fee for this Application from the tenant?

Background and Evidence

The landlord testified that this month-to-month tenancy began on October 1, 2015. Monthly rent in the current amount of \$875.00 is payable on the first day of each month. No security deposit was paid or required by the landlords. The landlord testified that the tenant continues to reside in the rental unit. The landlord said that no written tenancy agreement exists for this tenancy.

The landlords issued a 10 Day Notice for unpaid rent of \$875.00 due on February 1, 2016. The notice indicates an effective move-out date of March 6, 2016. The landlord said that the tenant has not paid rent for February, March or April 2016. The landlords seek a monetary order of \$2,625.00 for the above period. The landlords also seek to recover the \$100.00 filing fee for this Application from the tenant.

Analysis

The landlords provided undisputed evidence at this hearing, as the tenant did not attend. The tenant failed to pay the full rent due on February 1, 2016, within five days of being deemed to have received the 10 Day Notice. The tenant has not made an application pursuant to section 46(4) of the *Act* within five days of being deemed to have received the 10 Day Notice. In accordance with section 46(5) of the *Act*, the failure of the tenant to take either of the above actions within five days led to the end of this tenancy on March 13, 2016, the corrected effective date on the 10 Day Notice. In this case, this required the tenant and anyone on the premises to vacate the premises by March 13, 2016. As this has not occurred, I find that the landlords are entitled to a two

(2) Order of Possession, pursuant to section 55 of the *Act*. I find that the landlords' 10 Day Notice complies with section 52 of the *Act*.

Section 7(1) of the *Act* establishes that a tenant who does not comply with the *Act*, *Regulation* or tenancy agreement must compensate the landlords for damage or loss that results from that failure to comply. However, section 7(2) of the *Act* places a responsibility on landlords claiming compensation for loss resulting from a tenant's non-compliance with the *Act* to do whatever is reasonable to minimize that loss.

The landlords provided undisputed evidence that the tenant failed to pay rent of \$875.00 for each month from February to April 2016, inclusive. Therefore, I find that the landlords are entitled to \$2,625.00 in rental arrears for the above period.

As the landlords were successful in this Application, I find that the landlords are entitled to recover the \$100.00 filing fee paid for the Application.

Conclusion

I grant an Order of Possession to the landlords effective **two (2) days after service on the tenant**. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue a monetary order in the landlords' favour in the amount of \$2,725.00 against the tenant. The tenant must be served with this Order as soon as possible. Should the tenant 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.

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: April 27, 2016

Residential Tenancy Branch