



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 230 PRINCESS AVE HOLDING LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR

Introduction

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

- an Order of Possession for unpaid rent, pursuant to section 55; and
- a monetary order for unpaid rent, pursuant to section 67.

The tenant did not attend this hearing, which lasted approximately 20 minutes. The landlord's three agents, landlord AR ("landlord"), "landlord HS" and "landlord PH" attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord and landlord HS confirmed that they are the owners of the rental unit and that landlord PH was their property manager. All three agents confirmed that they had authority to speak on behalf of the "landlord company" named in this application at this hearing. "Witness ED" testified on behalf of the landlord company at this hearing.

The landlord testified that he personally served the tenant with the landlord's application for dispute resolution hearing package ("Application") on June 17, 2016. Witness ED confirmed that he witnessed this service. In accordance with section 89 of the *Act*, I find that the tenant was served with the landlord's Application on June 17, 2016.

The landlord testified that he personally served the tenant with the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated June 2, 2016 ("10 Day Notice"), on the same date. Landlord HS and witness ED both confirmed witnessing this service. In accordance with section 88 of the *Act*, I find that the tenant was served with the landlord's 10 Day Notice on June 2, 2016.

Pursuant to section 64(3)(c) of the *Act*, I amend the landlord's Application to increase the landlord's monetary claim to increase it from \$495.00 to \$990.00 to include July

2016 rent. The tenant is aware that rent is due on the first day of each month. The tenant continues to reside in the rental unit, despite the fact that a 10 Day Notice required him to vacate for failure to pay the full rent due. Therefore, the tenant knew or should have known that by failing to pay his rent, the landlord would pursue all unpaid rent at this hearing. For the above reasons, I find that the tenant had appropriate notice of the landlord's claims for increased rent, despite the fact that he did not attend this hearing.

Issues 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?

Background and Evidence

The landlord testified that he and landlord HS assumed this tenancy when they purchased the rental unit in May 2016. The landlord testified that he did not know when this month-to-month tenancy began but the tenant was already living in the rental unit as of May 2016. He noted that no new written tenancy agreement was signed with the tenant and he does not know whether the tenant has a written tenancy agreement with the former landlord. The landlord explained that monthly rent in the amount of \$495.00 is payable on the first day of each month. The landlord confirmed that no security deposit was received by him from the former landlord for this tenancy. The landlord testified that the tenant continues to reside in the rental unit.

The landlord issued a 10 Day Notice for unpaid rent of \$495.00 due on June 1, 2016. The notice indicates an effective move-out date of June 11, 2016. The landlord said that the tenant has not paid rent of \$495.00 for each of June and July 2016. The landlord seeks a monetary order of \$990.00 for the above period.

Analysis

The landlord provided undisputed evidence at this hearing, as the tenant did not attend. The tenant failed to pay the full rent due on June 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 receiving 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 June 12, 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 June 12, 2016. As this has not occurred, I find that the landlord is entitled to a two (2) day Order of Possession, pursuant to section 55 of the *Act*. I find that the landlord's 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 landlord for damage or loss that results from that failure to comply. However, section 7(2) of the *Act* places a responsibility on a landlord claiming compensation for loss resulting from a tenant's non-compliance with the *Act* to do whatever is reasonable to minimize that loss.

The landlord provided undisputed evidence that the tenant failed to pay rent of \$495.00 for each month from June to July 2016, inclusive. Therefore, I find that the landlord is entitled to \$990.00 in rental arrears for the above period.

Conclusion

I grant an Order of Possession to the landlord 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 landlord's favour in the amount of \$990.00 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: July 25, 2016

Residential Tenancy Branch

