



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, FF

Introduction

This hearing dealt with a landlord's application for an Order of Possession for unpaid rent and a Monetary Order for unpaid and/or loss of rent. The tenants did not appear at the hearing. The landlord testified that each tenant was served with a hearing package at the rental unit on August 9, 2016. Based upon the submission before me, I was satisfied the tenants were served with notification of this proceeding and I continued to hear from the landlord without the tenants present.

Issue(s) to be Decided

1. Are the landlords entitled to an Order of Possession for unpaid rent?
2. Are the landlords entitled to a Monetary Order for unpaid and/or loss of rent?

Background and Evidence

The tenancy started approximately two years ago and the tenants are required to pay rent of \$700.00 on the first day of every month. A security deposit was not collected from the tenants. The last time the tenants paid rent was for the month of June 2016. On July 5, 2016 the landlord prepared a 10 Day Notice to End Tenancy for Unpaid Rent indicating rent of \$700.00 was outstanding as of July 1, 2016. The landlord testified that the 10 Day Notice was served upon the elder tenant, identified by initials CC in this decision, on July 15, 2016. Despite serving a 10 Day Notice upon the tenants the tenants did not pay the outstanding rent and did not file to dispute the 10 Day Notice.

The landlord stated that the tenants continue to occupy the rental unit and have informed the landlord that it was their intention to not pay rent for three months.

The landlords seek an Order of Possession effective as soon as possible and a Monetary Order to recover unpaid and/or loss of rent for the months of July, August and September 2016 in the sum of \$2,100.00.

Analysis

Under section 26 of the Act, a tenant is required to pay rent when due in accordance with their tenancy agreement. A tenancy agreement is defined in section 1 of the Act to include tenancy agreements that are written or oral.

Where a tenant does not pay rent the landlord is at liberty to serve the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent. When a tenant receives a 10 Day Notice the tenant has five days to pay the outstanding rent to nullify the Notice or the tenant has five days to dispute the Notice by filing an Application for Dispute Resolution. If a tenant does not pay the outstanding rent or dispute the Notice within five days then, pursuant to section 46(5) of the Act, the tenant is conclusively presumed to have accepted the tenancy will end and must vacate the rental unit by the effective date of the Notice.

I accept the unopposed evidence before me that the landlord personally served the tenant CC with a 10 Day Notice to End Tenancy for Unpaid Rent on July 15, 2016. Where there are co-tenants it is sufficient to serve only one of the co-tenants with a Notice to End Tenancy. Having served the 10 Day Notice on July 15, 2016 the effective date should read July 25, 2016 and automatically changes to that date pursuant to sections 46 and 53 of the Act

Since the tenants did not pay the outstanding rent or dispute the 10 Day Notice within five days of receiving the Notice I find the tenancy ended on July 25, 2016 and the landlords are entitled to regain possession of the rental unit. Provided with this decision is an Order of Possession effective two (2) days after service upon the tenants.

Based upon the unopposed evidence before me, I find the landlords entitled to recover unpaid rent for July 2016 and since the tenants have continued to occupy the rental unit I find the landlords entitled to recover loss of rent for the months of August and September 2016. Therefore, I award the landlords \$2,100.00 for unpaid and/or loss of rent for these months, as claimed.

As the landlords were successful in this application, I further award the landlords recovery of the \$100.00 filing fee paid for this application.

In light of the above, the landlords are provided a Monetary Order in the total sum of \$2,200.00 to serve and enforce upon the tenants.

Conclusion

The landlords are provided an Order of Possession effective two (2) days after service upon the tenants. The landlords are provided a Monetary Order in the sum of \$2,200.00 to serve and enforce upon the tenants.

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: September 29, 2016

Residential Tenancy Branch

