



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 for Dispute Resolution seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the landlord.

The landlord testified the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on August 27, 2016 in accordance with Section 89 and this service was witnessed by a third party.

Based on the undisputed testimony of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent and to a monetary order for unpaid rent, pursuant to Sections 46, 55, 67, and 72 of the *Act*.

Background and Evidence

This tenancy started on December 19, 2015 as a month to month tenancy. Rent is \$600.00 per month payable in advance of the 1st day of each month. The Tenant did not pay a security deposit.

This tenancy began on December 19, 2015 as a month to month tenancy for the monthly rent of \$600.00 due on the 1st of each month with no security deposit paid.

The landlord submitted into evidence a copy of a 10 Day Notice to End Tenancy for Unpaid Rent that was issued on August 12, 2016 with an effective vacancy date of August 22, 2016 due to \$600.00 in unpaid rent. The 10 Day Notice submitted into evidence was not signed by the landlord.

The landlord submits the tenant failed to pay the full rent owed for the month of August 2016 and that the tenant was served the 10 Day Notice to End Tenancy for Unpaid Rent personally on August 12, 2016 at 7:26 p.m. and that this service was witnessed by a third party.

The Notice states the tenant had five days to pay the rent or apply for Dispute Resolution or the tenancy would end. The tenant did not pay the rent in full or apply to dispute the Notice to End Tenancy within five days. The landlord submitted that the tenant has also not paid any rent for the months of September and October 2016.

The landlord submitted that the tenant has not been living in the rental unit for some time and that while she has removed most of her possessions she has left a number of things behind including exercise equipment; planting materials; shelving and garbage. The landlord is not sure of when the tenant moved out but does know that the rental unit has been without electricity since August 27, 2016.

The landlord acknowledged a previous decision dated August 22, 2016 had granted the tenant could reduce a future rent payment by \$100.00 for the tenant to recover the filing fee for that decision.

Analysis

I have reviewed all documentary evidence and accept that the tenant has been served with notice to end tenancy as declared by the landlord. The notice is deemed to have been received by the tenant on August 12, 2016 and the effective date of the notice was August 22, 2016.

Section 52 of the *Act* requires that any notice to end tenancy issued by a landlord must be signed and dated by the landlord; give the address of the rental unit; state the effective date of the notice, state the grounds for ending the tenancy; and be in the approved form.

As per the landlord's documentary evidence I find that the 10 Day Notice to End Tenancy for Unpaid Rent issued by the landlord on August 12, 2016 does not comply with Section 52 because the landlord has failed to sign the Notice.

As a result, I find the 10 Day Notice to End Tenancy for Unpaid Rent issued on August 12, 2016 is not enforceable and the tenancy remains in full force an effect. However, I find that the landlord may consider the rental unit abandoned as of August 27, 2016 and as such is entitled to possession of the rental unit effective immediately.

As the tenant has failed to inform the landlord that she had vacated the rental unit I find the landlord is entitled to rent for the months of August, September and October 2016. I acknowledge, from the previous decision that rent for the month of September 2016 should be reduced by \$100.00. As such, I find the landlord is entitled to \$1,700.00 in unpaid rent.

Conclusion

I find the landlord is entitled to an order of possession effective **immediately after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 and I grant a monetary order in the amount of **\$1,800.00** comprised of rent owed and the \$100.00 fee paid by the landlord for this application.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: October 17, 2016

Residential Tenancy Branch