



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SHIVAM INVESTMENTS 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* (the *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*, regulation or tenancy agreement pursuant to section 67;

The tenants did not attend this hearing. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord entered written evidence from his agent and sworn testimony that his agent posted the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on the tenants' door on August 9, 2016. I am satisfied that the landlord's agent served this Notice to the tenants in accordance with section 88 of the *Act*. In accordance with section 90 of the *Act*, the 10 Day Notice was deemed served to the tenants on August 12, 2016, the third day after its posting.

The landlord gave written evidence and sworn oral testimony that copies of the landlord's dispute resolution hearing package were sent to both tenants by registered mail on September 20, 2016. The landlord entered into written evidence copies of the tracking slips, including the Canada Post Tracking Numbers, showing that his hearing packages were sent to the tenants by registered mail. In accordance with sections 89 and 90 of the *Act*, I am satisfied that both tenants were deemed served with the landlord's dispute resolution hearing packages.

Issues(s) 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

Both parties signed a Residential Tenancy Agreement on May 16, 2014. As per that Agreement, monthly rent is set at \$700.00, payable in advance on the first day of each month. The landlord continues to hold the tenants' \$345.00.00 security deposit.

The landlord issued the 10 Day Notice for unpaid rent of \$1100.00 owing for \$400.00 for July and \$700.00 for August 2016. The landlord testified that the tenants have not paid for September or October as well and seeks a monetary order of \$2500.00. The landlord also testified that he believes the tenants have abandoned the suite but still requests an order of possession out of an abundance of caution.

Analysis

The tenants failed to pay their rent in full within five days of being deemed to have received the 10 Day Notices. The tenants have not made 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 tenants' failure to take either of these actions within five days led to the end of their tenancy on the corrected effective date of the notice. In this case, this required the tenants to vacate the premises by August 22, 2016. As that has not occurred, I find that the landlord is entitled to a 2 day Order of Possession. The landlord is granted an Order of Possession pursuant to Section 55 of the *Act*, which must be served on the tenant(s). If the tenants do not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

Based on the undisputed evidence provided by the landlord, I am satisfied that the tenants continue to owe the landlord unpaid rent. Although the landlord has not applied to retain the security deposit, using the offsetting provision under Section 72 of the *Act*, I hereby apply the security deposit against the amount of unpaid rent. I issue a monetary award in the landlord's favour in the amount of \$2155.00

Conclusion

Item	Amount
Unpaid July 2016 Rent	\$400.00
Unpaid August 2016 Rent	700.00
Unpaid September 2016 Rent	700.00
Unpaid October 2016 Rent	700.00
Less Deposits	-345.00

Total Monetary Order	\$2155.00
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The landlord is granted an order of possession and a monetary order for \$2155.00. The landlord may retain the security deposit.

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: November 14, 2016

Residential Tenancy Branch