



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      Landlord: OPR, MNR, MNSD, FF  
                                 Tenant: CNR

### Introduction

This hearing dealt with cross Applications for Dispute Resolution. The landlords sought an order of possession and a monetary order. The tenant sought to cancel a notice to end tenancy.

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

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)* by registered mail on September 24, 2016 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5<sup>th</sup> day after they have been mailed.

In addition, the hearing was originally set in response to the tenant's Application for Dispute Resolution and as such, I am satisfied the tenant was aware of the issues to adjudicated at this hearing.

Based on the 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; to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 46, 55, 67, and 72 of the *Act*.

It must also be decided if the tenant is entitled cancel a 10 Day Notice to End Tenancy for Unpaid Rent, pursuant to Section 46 of the *Act*.

### Background and Evidence

The landlord submitted the following documentary evidence:

- A copy of a tenancy agreement signed by the parties on January 5, 2016 for a month to month tenancy beginning on January 1, 2016 for the monthly rent of \$700.00 due on the 1<sup>st</sup> of each month with a security deposit of \$350.00 paid; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent issued on September 9, 2016 with an effective vacancy date of September 19, 2016. Attached to this notice was a typewritten explanation of the amount of rent owed at \$660.00.

The landlord submitted that the 10 Day Notice was served to the tenant by posting it on the rental unit door on September 9, 2016. The landlord testified that since the Notice was issued the tenant has failed to pay any further rent for the months of October and November. The landlord confirmed the current rental arrears total \$2,060.00.

### Analysis

In the absence of the tenant, I dismiss his Application for Dispute Resolution in its entirety.

Section 46 of the *Act* states a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy on a date that is not earlier than 10 days after the date the tenant receives the notice. A notice under this section must comply with Section 52 of the *Act*.

Section 46(4) allows the tenant to either pay the rent or file an Application for Dispute Resolution to dispute the notice within 5 days of receipt of the notice.

Section 46(5) states that if a tenant who has received a notice under this section does not pay the rent or make an Application for Dispute Resolution to dispute the notice within the allowed 5 days the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit.

As the tenant has failed to attend this hearing and provide any evidence to dispute the landlord's 10 Day Notice, I find the landlord has provided sufficient undisputed evidence to support her position that rent, in the amount of \$660.00 was owed at the time the 10 Day Notice was issued. I am also satisfied the tenant has paid no rent for the months of October and November 2016.

### Conclusion

I find the landlord is entitled to an order of possession effective **two days 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 in the amount of **\$2,160.00** comprised of \$2,060.00 rent owed and the \$100.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$350.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,810.00**. 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: November 08, 2016

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Residential Tenancy Branch