



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

This hearing dealt with a landlord's application for an Order of Possession for unpaid rent and a Monetary Order for unpaid rent. The tenant did not appear at the hearing. The landlord testified that he served the hearing documents to the tenant in person, at the rental unit, on October 6, 2016. The landlord also provided a Proof of Service signed by a witness who observed service of the hearing documents upon the tenant. Based upon the unopposed evidence before me, I accepted that the tenant was duly served with notification of this proceeding and I continued to hear from the landlord without the tenant present.

### Issue(s) to be Decided

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

### Background and Evidence

The tenancy started in July 2015 and the tenant paid a \$300.00 security deposit. The tenant is required to pay rent of \$750.00 on the first day of every month. The tenant failed to pay rent for August 2016 and September 2016. The landlord posted, in the presence of a witness, a 10 Day Notice to End Tenancy for Unpaid Rent on the door of the rental unit on September 13, 2016 indicating rent of \$750.00 was outstanding as of August 1, 2016 and a stated effective date of September 26, 2016. The tenant did not pay the outstanding rent or file to dispute the Notice. The tenant continues to occupy the rental unit and has not paid any rent for the months of October 2016 or November 2016.

The landlord seeks an Order of Possession effective as soon as possible and a Monetary Order for unpaid rent and/or loss of rent for the four months of August 2016 through November 2016.

Documentary evidence provided for my review included copies of: the 10 Day Notice; a signed Proof of Service for the 10 Day Notice; and, a signed Proof of Service for the hearing package.

### Analysis

Under section 26 of the Act, a tenant is required to pay rent when due in accordance with their tenancy agreement. I accept the unopposed evidence before me that the tenant was required to pay rent of \$750.00 on the first day of every month and failed to do so for the months of August 2016 and September 2016.

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 undisputed evidence before me that the landlord posted a 10 Day Notice to End Tenancy for Unpaid Rent on the tenant's door on September 13, 2016 and I find the effective date of September 26, 2016 complies with the Act. Since the tenant did not pay the outstanding rent or dispute the Notice within five days of receiving the Notice I find the tenancy ended on September 26, 2016. Accordingly, I find the landlord is entitled to possession of the rental unit and I provide the landlord with an Order of Possession effective two (2) days after service upon the tenant.

Based upon the unopposed evidence before me, I find the landlord entitled to recover unpaid rent for August 2016 and September 2016 in the amount of \$1,500.00. Since the tenant continues to occupy the rental unit as of this date I further find the landlord entitled to recover loss of rent for the months of October 2016 and November 2016 in the amount of \$1,500.00. I also award the landlord recovery of the \$100.00 filing fee paid for this application. Accordingly, I provide the landlord a Monetary Order in the total sum of \$3,100.00 to serve and enforce upon the tenant.

Since the landlord did not request authorization to retain the tenant's security deposit, the security deposit remains in trust to be administered in accordance with the Act.

Conclusion

The landlord has been provided an Order of Possession effective two (2) days after service upon the tenant. The landlord has been provided a Monetary Order in the total amount of \$3,100.00 to serve and enforce upon the tenant.

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 24, 2016

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Residential Tenancy Branch