



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

INVESTMENT INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: FF MNR OPR

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, pursuant to section 67 and
- authorization to recover the filing fee for this application, pursuant to section 72

While the landlord's agents attended the hearing by way of conference call, the tenant did not. The landlord's agents were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

Rule 10.1 of the Rules of Procedure provides as follows:

10.1 Commencement of the dispute resolution proceeding The dispute resolution proceeding must commence at the scheduled time unless otherwise decided by the Arbitrator. The Arbitrator may conduct the dispute resolution proceeding in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

The landlord's agent, SS, testified that the tenant was served with the landlord's application for dispute resolution hearing package on November 12, 2016, by way of registered mail. The landlord provided Canada Post tracking numbers in their evidence package. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's application on November 17, 2016, five days after its registered mailing.

The landlord's agent, SS, testified that the tenant was served with the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated September 2, 2016 ("10 Day Notice"), on September 2, 2016, by way of posting to the rental unit door. A photo of the

posted 10 Day Notice on the suite door was provided in the landlord's evidence package. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's 10 Day Notice on November 5, 2016, three days after its posting.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent pursuant to section 55 of the *Act*?

Is the landlord entitled to monetary compensation for unpaid rent and losses pursuant to section 67 of the *Act*?

Is the landlord entitled to recover the filing fee for this application from the tenant pursuant to section 72 of the *Act*?

Background and Evidence

The landlord's agent, SS, testified regarding the following facts. The landlord purchased this property in April 2016, and did not possess a copy of the tenancy agreement. The tenant is on a month-to-month tenancy with monthly rent in the amount of \$920.00 payable on the first day of each month. The tenant continues to reside in the rental unit.

The landlord issued the 10 Day Notice, indicating an effective move-out date of September 13, 2016. The notice states that the tenant failed to pay rent in the amount of \$3,680.00, which was the total rent for the months of June, July, August, and September 2016. The landlord's agent, SS, testified that the tenant has not paid rent of \$920.00 for the months of May, June, July, August, September, October, November, or December 2016. The landlord seeks a monetary order of \$7,360.00 for the above period as well as recovery of the \$100.00 filing fee.

Analysis

The landlord's agent, SS, provided undisputed evidence at this hearing, as the tenant did not attend. The tenant failed to pay the full rent due on September 7, 2016, within five days of being deemed to have received the 10 Day Notice. The tenant did not make an 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 failure of the tenants to take either of the above actions within five days led to the end of this tenancy on September 13, 2016, the effective date on the 10 Day Notice.

In this case, this required the tenant and anyone on the premises to vacate the premises by September 13, 2016. As this has not occurred, I find that the landlord is entitled to a two (2) day Order of Possession, pursuant to section 55 of the *Act*. I find that the landlord's 10 Day Notice complies with section 52 of the *Act*.

The landlord's agents provided undisputed evidence that the tenants failed to pay rent of \$920.00 for the months of May through to December 2016, inclusive. Therefore, I find that the landlord is entitled to \$7,360.00 in rental arrears for the above period.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee.

Conclusion

I grant an Order of Possession to the landlord effective **two (2) days after service on the tenant**. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue a monetary order in the landlord's favour in the amount of \$7,460.00 (\$7,360.00 in rental arrears plus the \$100.00 filing fee) against the tenant. The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and 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: December 9, 2016

Residential Tenancy Branch