



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR
 CNR, OLC, O

Introduction

This hearing was scheduled to convene at 9:30 a.m. this date by way of conference call concerning applications made by the landlord and by the tenant. The landlord has applied for an Order of Possession and a monetary order for unpaid rent or utilities. The tenant has applied for an order cancelling a notice to end the tenancy for unpaid rent or utilities and for an order that the landlord comply with the *Act*, regulation or tenancy agreement.

The landlord attended the hearing and was represented by an agent who gave affirmed testimony. However, the line remained open while the phone system was monitored for in excess of 10 minutes and no one for the tenant attended the call. The landlord's agent testified that the tenant was served with the Landlord Application for Dispute Resolution by registered mail on November 24, 2016, and was given the opportunity to provide evidence of that by facsimile after the hearing had concluded. I have now received a copy of a Canada Post cash register receipt and a Registered Domestic Customer Receipt addressed to the tenant, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

Since the tenant has not joined the conference call hearing, I dismiss the tenant's application.

All evidence of the parties, and the testimony of the landlord's agent are considered in this Decision.

Issue(s) to be Decided

The issues remaining to be decided are:

- Is the landlord entitled under the *Residential Tenancy Act* to an Order of Possession for unpaid rent?

- Has the landlord established a monetary claim as against the tenant for unpaid rent?

Background and Evidence

The landlord's agent testified that this month-to-month tenancy began 1 or 1 ½ years ago and the tenant still resides in the rental unit. A copy of the tenancy agreement has been provided, but is silent with respect to the date the tenancy commenced. Rent in the amount of \$900.00 per month is payable on the 1st day of each month. The tenancy agreement provides for a security deposit to be paid to the landlord in the amount of \$450.00 by January 1, 2014, and the landlord's agent testified that it is still held in trust by the landlord, and no pet damage deposit was collected.

The tenant failed to pay rent when it was due and on October 23, 2016 the landlord's agent personally served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, a copy of which has been provided. It is dated October 2, 2016 and contains an effective date of vacancy of October 2, 2016 for \$900.00 unpaid rent that was due on October 1, 2016. Both pages of the 2-page form have been provided as evidence by the tenant. The landlord has also provided a Proof of Service document signed by the landlord's agent and a witness verifying the date and method of service.

The tenant has not paid any rent since the issuance of the notice, and the landlord is owed rent for the months of October, November and December, 2016, for a total of \$2,700.00.

Analysis

The *Residential Tenancy Act* states that where I dismiss a tenant's application to cancel a notice to end a tenancy given by a landlord, I must grant an Order of Possession in favour of the landlord, so long as the notice given is in the approved form. I have reviewed the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, and I find that it is in the approved form and contains information required by the *Act*. Having dismissed the tenant's application, I grant an Order of Possession in favour of the landlord. Since the effective date of vacancy has passed, I grant the Order of Possession on 2 days notice to the tenant.

With respect to the monetary claim, I have reviewed the evidentiary material, and I accept the undisputed testimony of the landlord's agent that the tenant has not paid any rent for the months of October, November or December, 2016 and the landlord has established a monetary claim in the amount of \$2,700.00.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$100.00 filing fee.

I leave it to the parties to deal with the security deposit in accordance with the *Residential Tenancy Act*.

Conclusion

For the reasons set out above, the tenant's application is hereby dismissed in its entirety without leave to reapply.

I hereby grant an Order of Possession in favour of the landlord on 2 days notice to the tenant.

I further grant a monetary order on favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$2,800.00.

This order is final and binding and may be enforced.

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 20, 2016

Residential Tenancy Branch