



# 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 Dispute Resolution (the "Application") under the Residential Tenancy Act (the "Act") for:

- an order of possession for unpaid rent;
- a monetary order for unpaid rent; and
- recovery of the filing fee paid for this application from the tenant.

The landlord appeared at the teleconference hearing and gave affirmed testimony. The tenant did not appear at the hearing which lasted 10 minutes. During the hearing the landlord was given a full opportunity to be heard, to present sworn testimony and make submissions. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the landlord's Application and Notice of a Dispute Resolution Hearing (the "Notice of Hearing") was considered.

The landlord testified that he served the tenant with a copy of the landlord's Application and Notice of Hearing in person by leaving a copy with the tenant on December 8, 2016. Taking into account the undisputed testimony of the landlord and in accordance with section 89 of the Act, I find that the tenant has been served with the landlord's Application and Notice of Hearing on December 8, 2016.

### Issue(s) to be Decided

- Is the landlord entitled to an order of possession for unpaid rent?
- Is the landlord entitled to a monetary order for unpaid rent?
- Is the landlord entitled to recover the filing fee paid for this application from the tenant?

### Background and Evidence

The undisputed testimony of the landlord established that a month to month tenancy started on April 1, 2011 pursuant to an oral tenancy agreement. Rent in the amount of \$450.00 is due on the first day of each month. The landlord testified that he did not receive a security deposit or pet damage deposit from the tenant.

The landlord testified that he served the tenant with a 10 Day Notice for Unpaid Rent or Utilities (the "10 Day Notice") on September 15, 2016 in person by leaving a copy with the tenant. The 10 Day Notice required the tenant to move out by September 29, 2016. The amount of unpaid rent shown on the 10 Day Notice is \$450.00 that was due on September 1, 2016.

The landlord testified that the tenant did not pay the rent that was due after receiving the 10 Day Notice and instead continued to accumulate further arrears by not paying the full amount of rent due for each of the months of October, November and December 2016; and January 2017. After expiration of that 10 day period, the landlord applied for an order of possession.

The landlord is also seeking a monetary order in the amount of \$2,250.00 for unpaid rent for each of the months starting September 2016 through to January 2017.

The landlord is also seeking to recover the \$100.00 filing fee paid for this application from the tenant.

### Analysis

Based upon the undisputed evidence of the landlord provided during the hearing, and on the balance of probabilities, I find the following.

As the tenant was served with the dispute resolution hearing package and did not attend the hearing, I consider this matter to be unopposed by the tenant. As a result, I find the landlord's application is fully successful as I find the evidence supports the landlord's claim and is reasonable.

I find that the tenant was required to pay rent in the amount of \$450.00 which was due on the first day of each month. I find that the tenant did not pay rent when it was due for each of the months of September, October, November and December 2016; and January 2017. I find that the landlord is entitled to receive a monetary award in the total amount of \$2,250.00 for unpaid rent owing for each of these months.

In accordance with section 88 of the *Act*, I find that the tenant was served with the 10 Day Notice on September 15, 2016. I also find that the 10 Day Notice complies with section 52 of the *Act* and that it is valid.

I accept the evidence before me that the tenant has failed to pay the rent owed in full within five (5) days granted under section 46(4) of the *Act* and that they did not dispute the 10 Day Notice within that 5 day period.

Based on the foregoing, I find that the tenant is conclusively presumed under section 46(5) of the *Act* to have accepted that the tenancy ended on the effective date of the 10 Day Notice, September 29, 2016. Accordingly, the landlord is entitled to an order of possession.

As the landlord's application was successful, I also find that the landlord is entitled to recovery of the \$100.00 filing fee from the tenant.

Based on the foregoing, the landlord is entitled to a monetary order in the amount of \$2,350.00 as follows:

September 2016 Unpaid Rent	\$ 450.00
October 2016 Unpaid Rent	\$ 450.00
November 2016 Unpaid Rent	\$ 450.00
December 2016 Unpaid Rent	\$ 450.00
January 2017 Unpaid Rent	\$ 450.00
Filing Fee	\$ 100.00
<b>Total</b>	<b>\$2,350.00</b>

Conclusion

The landlord is granted a monetary order in the amount of \$2,350.00 for unpaid rent and the filing fee which must be served on the tenant as soon as possible. Should the tenant fail to comply with this monetary order, it may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

Pursuant to section 55, I grant an Order of Possession to the landlord effective two days after service of this Order on the tenant. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: January 16, 2017

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Residential Tenancy Branch