



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR OPN MNR MNDC MNSD FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, dated May 5, 2017, as amended by an Amendment to an Application for Dispute Resolution, received at the Residential Tenancy Branch on May 5, 2017 (the "Application"). The Landlord applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession for unpaid rent or utilities;
- an order of possession based on written notice provided by the Tenant;
- a monetary order for unpaid rent or utilities;
- a monetary order for money owed or compensation for damage or loss;
- an order allowing the Landlord to keep all or part of the security deposit or pet damage deposit; and
- an order granting recovery of the filing fee.

The Landlord attended the hearing and provided affirmed testimony. The Tenant did not attend the hearing.

The Landlord testified the Application package, including the Notice of a Dispute Resolution Hearing and documentary evidence, was served on the Tenant by registered mail on May 5, 2017. A Canada Post registered mail receipt was provided in support. Pursuant to sections 89 and 90 of the *Act*, documents served in this manner are deemed to be received 5 days later. I find that the Landlord's Application package is deemed to have been received by the Tenant on May 10, 2017.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to an order of possession for unpaid rent or utilities?
2. Is the Landlord entitled to an order of possession based on written notice provided by the Tenant?
3. Is the Landlord entitled to a monetary order for unpaid rent or utilities?
4. Is the Landlord entitled to a monetary order for money owed or compensation for damage or loss?
5. Is the Landlord entitled to keep all or part of the security deposit or pet damage deposit; and
6. Is the Landlord entitled to an order granting recovery of the filing fee

Background and Evidence

There is no written tenancy agreement. However, the Landlord testified the tenancy began on or about September 1, 2016. Rent in the amount of \$1,000.00 per month is due on the first day of each month. The Tenant paid a security deposit of \$500.00, which the Landlord holds.

The Landlord testified the Tenant did not pay rent when due on April 1, 2017. Accordingly, he issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated April 24, 2017 (the "10 Day Notice"). A copy of the 10 Day Notice was submitted with the Landlord's documentary evidence. A Proof of Service form submitted by the Landlord confirmed the 10 Day Notice was served on the Tenant, in person, on April 24, 2017.

The Landlord also confirmed rent was not paid when due on May 1 and June 1, 2017. Currently, rent in the amount of \$3,000.00 is outstanding.

The Landlord also sought an order granting recovery of the filing fee, and requested that he be permitted to apply the security and pet damage deposits in partial satisfaction of any monetary order I make.

Analysis

Based on the unchallenged affirmed testimony and documentary evidence, and on a balance of probabilities, I find:

Section 26 of the *Act* confirms that a tenant must pay rent when it is due unless the tenant has a right under the *Act* to deduct all or a portion of rent. When a tenant does not pay rent when due, section 46 of the *Act* permits a landlord to end the tenancy by issuing a notice to end tenancy. A tenant who receives a notice to end tenancy under this section has five days to either pay rent or dispute the notice by filing an application for dispute resolution. When a tenant does not pay rent or file an application for dispute resolution, the tenant is conclusively presumed to have accepted the tenancy ends on the effective date of the notice.

In this case, the Landlord testified, and I find, that the Tenant did not pay rent when due on April 1, 2017. The Landlord testified, and I find, that the Landlord served the Tenant with the 10 Day Notice, in person, on April 24, 2017. I find the Tenant received the 10 Day Notice on that date. Having received the 10 Day Notice on that date, the Tenant had until April 29, 2017, to pay rent in full or dispute the 10 Day Notice by filing an application for dispute resolution. The Tenant did neither. Accordingly, I find Landlord is entitled to an order of possession, which will be effective two (2) days after it is served on the Tenant.

The Landlord testified that rent in the amount of \$3,000.00 remains outstanding for April, May, and June 2017. The Tenant did not attend the hearing to dispute this amount. Accordingly, I find the Landlord is entitled to a monetary award of \$3,000.00 for unpaid rent.

Having been successful, I find the Landlord is also entitled to recover the \$100.00 filing fee paid to make this Application. The Landlord also requested to apply the security deposit in partial satisfaction of my monetary order, which I allow, pursuant to section 72 of the *Act*.

Pursuant to section 67 of the *Act*, I grant the Landlord a monetary order in the amount of \$2,600.00, which has been calculated as follows:

Item	Amount
April 2017 rent:	\$1,000.00
May 2017 rent:	\$1,000.00
June 2017 rent:	\$1,000.00
Filing fee:	\$100.00
LESS security deposit:	(\$500.00)
TOTAL:	\$2,600.00

Conclusion

The Landlord is granted an order of possession, which will be effective two (2) days after it is served on the Tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

The Landlord is granted a monetary order in the amount of \$2,600.00. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: June 13, 2017

Residential Tenancy Branch