



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VICTORIA PLACE APTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, FF, ET

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an Order of Possession for unpaid rent pursuant to section 55;
- an Order to end the tenancy early pursuant to section 56; and
- authorization to recover the filing fee for this application pursuant to section 72.

The tenant did not attend this hearing, which lasted approximately 15 minutes. The corporate landlord was represented by its agent KK (the "landlord"), who was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified that during this tenancy she has issued a number of notices to end tenancy to the tenant. The landlord said that the present application is in regards to a 10 Day Notice to End Tenancy for Unpaid Rent dated June 2, 2017 (the "10 Day Notice") which was served personally on the tenant on the same date. Based on the undisputed testimony of the landlord, I find that the tenant was served with the landlord's 10 Day Notice on June 2, 2017 in accordance with section 88 of the *Act*.

The landlord testified that she served the landlord's application for dispute resolution dated June 13, 2017 on the tenant on June 19, 2017 by registered mail. The landlord provided a Canada Post tracking number as evidence of service. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's application package on June 24, 2017, five days after its mailing.

During the hearing the landlord testified that she is seeking an Order of Possession and withdrew the portion of the application seeking an early end to tenancy pursuant to section 56 of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The landlord provided undisputed sworn testimony regarding the following facts. This periodic tenancy began in November, 2016. The rent is \$750.00 payable on the first of the month. There is no written tenancy agreement but the terms of the tenancy were agreed to by the parties orally. No security deposit or pet damage deposit were collected at the start of the tenancy. The tenant continues to reside in the rental unit as of the date of the hearing.

The landlord testified that at the time the 10 Day Notice was issued the tenancy was in arrears by \$375.00, as indicated on the 10 Day Notice. The landlord said that she was uncertain how to complete the 10 Day Notice form so she wrote an explanation on the form that the full monthly rent is \$750.00 and the amount owing is \$375.00. A copy of the 10 Day Notice was submitted into written evidence. The landlord testified that the tenant has not made any rent payment since the 10 Day Notice was issued. The landlord testified that she believes the tenant has filed a separate application for dispute resolution but it is for other monetary relief unrelated to the present 10 Day Notice.

Analysis

The landlord provided undisputed evidence at this hearing, as the tenant did not attend. I find that the tenant was obligated to pay the monthly rent in the amount of \$750.00. I accept the landlord's evidence that the tenant failed to pay the full rent for the month of June, 2017. I accept the evidence before me that the tenant failed to pay the full rent due within the 5 days after being served on June 2, 2017, granted under section 46(4) of the *Act* nor did the tenant dispute this 10 Day Notice within that 5 day period.

Accordingly, I find that the tenant is conclusively presumed under section 46(5) of the *Act* to have accepted that the tenancy ended on the corrected effective date of the 10 Day Notice, June 12, 2017.

I find that the 10 Day Notice conforms to the form and content requirements of section 52 of the Act, as it is signed and dated by the landlord, provides the address of the rental unit, the effective date of the notice and the grounds for ending the tenancy. Therefore, I find that the landlord is entitled to an Order of Possession, pursuant to section 55 of the Act.

As the landlord's application was successful, the landlord is also entitled to recovery of the \$100.00 filing fee for the cost of this application.

Conclusion

I grant an Order of Possession to the landlord effective **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 \$100.00 for the filing fee for this application. 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: July 6, 2017

Residential Tenancy Branch