



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Vancouver Native Housing Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR MNR

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution by Direct Request. The matter was subsequently referred to a participatory hearing, held on August 25, 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; and,
- a monetary order for unpaid rent or utilities.

The Landlord's agents, M.G. and A.M., provided affirmed testimony at the hearing. The Tenant did not attend the hearing.

M.G. testified the Notice of Hearing along with supporting documentary evidence was sent to the Tenant by registered mail on August 4, 2017. I find the Tenant received this package on August 9, 2017, the fifth day after its registered mailing, pursuant to Section 90 of the *Act*.

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 a monetary order for unpaid rent or utilities?

### Background and Evidence

The Landlord provided a copy of the tenancy agreement between the parties into evidence. It confirms the tenancy began on November 15, 2010. The Landlord's agent, M.G. testified that current rent is \$889.00 per month is due on the first day of each month.

The Landlord's agent, M.G., testified that the Tenant has repeatedly missed rent payments over the past couple of years and since May of 2015, the Tenant has failed to pay rent, with the exception of two months in 2016 (July and August). This is further demonstrated in the monetary worksheet which details all payments, missed payments, Non-sufficient Funds (NSF) Cheque Charges (\$20x9), including the due date and payment date for all accruing liabilities. Documentary evidence shows that the Tenant has also failed to honour payment arrangements that were agreed upon to settle the outstanding unpaid rent amounts that had accumulated.

The Landlord provided a copy of the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice), which was posted to the Tenant's door on May 10, 2017. During the hearing, A.M. stated that she witnessed another agent of the Landlord, J.A., post the 10 Day Notice to the front door of the rental unit. The 10 Day Notice indicated that the amount of outstanding debt accrued at that time was \$16,164.00.

The Landlord's agent, M.G., also testified that no rent has been paid since giving the 10 Day Notice to the Tenant. Accordingly, M.G. stated that rent is still outstanding and has also not been paid as required on June 1, July 1, and August 1 of 2017. The Landlord testified that the Tenant now owes an additional \$2,667.00 in unpaid rent, since the 10 Day Notice was issued.

The Tenant did not attend the hearing to dispute the evidence provided by the Landlord.

### Analysis

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

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 after receipt to either pay rent in full or dispute the notice by filing an application for dispute resolution. When a tenant does not pay rent in full or dispute the notice, the tenant is conclusively presumed to have accepted the tenancy ends on the effective date of the notice.

In this case, based on the affirmed testimony and the documentary evidence before me, I find that the Tenant has not paid rent when due.

On May 10, 2017, the Landlord issued the 10 Day Notice by attaching a copy to the front door of the rental unit. Pursuant to sections 88 and 90 of the *Act*, documents served in this manner are deemed to be received 3 days later. I find the Tenant is deemed to have received the 10 Day Notice on May 13, 2017.

The Tenant had 5 days to pay rent in full or file an application for dispute resolution. As the Tenant did neither, I find the Tenant is conclusively presumed to have accepted the end of the tenancy. The Landlord is entitled to an order of possession, which will be effective two (2) days after it is served on the Tenant.

With respect to the Landlord's request for a Monetary Order for unpaid rent, I find there is sufficient evidence before me to demonstrate that the Tenant owes and has failed to pay \$18,831.00 in past due rent, and NSF charges, as detailed on the monetary worksheet in the documentary evidence from the Landlord.

### Conclusion

The landlord is granted an order of possession effective **two days after service** on the tenant. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

The landlord is granted a monetary order pursuant to Section 67 in the amount of **\$18,831.00** comprised of rent owed. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: August 25, 2017

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Residential Tenancy Branch