



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR MNR

### Introduction

This hearing was convened because the Landlord filed for Dispute Resolution. The participatory hearing was held on September 20, 2017. The Landlord sought 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 Tenant did not attend the hearing. The Landlord provided affirmed testimony at the hearing. The Landlord testified the Notice of Hearing along with supporting documentary evidence was sent to the Tenant by registered mail on August 25, 2017. The Landlord stated that he verified the tracking information for the registered mail package and the Tenant signed for, and received it on August 29, 2017. As such, I find the Tenant received this package on August 29, 2017.

The Landlord stated that he no longer requires an order of possession, given that the Tenant moved out in early September, and he requested that his application be amended to reflect this. In consideration of this request, I allow the amendment, and I will only be addressing the Landlord’s request for a monetary order for unpaid rent or utilities. The Landlord is only seeking unpaid rent for August.

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 a monetary order for unpaid rent or utilities?

### Background and Evidence

The Landlord stated that the Tenant started renting the unit on February 2, 2017. He also provided a tenancy agreement which shows that rent in the amount of \$2,400.00 is due on the first day of each month.

The Landlord testified that the Tenant failed to pay rent for August of 2017. The Landlord also provided a copy of the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice). The 10 Day Notice specifies that, as of August 3, 2017, the Tenant had still not paid August rent in the amount of \$2,400.00. As per the Proof of Service document, the 10 Day Notice was posted to the door of the rental unit by the Landlord on August 3, 2017. Service was witnessed by an individual named J.L. The Landlord stated that no payments were made after he served the 10 Day Notice and August rent remains unpaid.

### 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(1) 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, under section 46(4) of the *Act*, 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, as per section 46(5) of the *Act*.

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 \$2,400.00 in rent for August of 2017. As such, I find the landlord is entitled to a monetary order for this amount.

### Conclusion

The landlord is granted a monetary order pursuant to Section 67 in the amount of **\$2,400.00** 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: September 20, 2017

---

Residential Tenancy Branch