



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, OPR, MNR, MND, O, FF

Introduction

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

- an order of possession pursuant to section 55;
- a monetary order for unpaid rent and for damage to the unit pursuant to section 67;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The landlord attended the hearing via conference call with the assistance of her son who provided translator services for the language Cantonese. The tenant did not attend or submit any documentary evidence. The landlord provided undisputed affirmed testimony that the tenant was served with the notice of hearing package and the submitted documentary evidence in person on July 23, 2017 by placing the package on a table in front of the tenant in the rental premises with a witness. The landlord clarified that the tenant had refused to physically receive the package. I accept the undisputed evidence of the landlord and find that the tenant has been properly served as per sections 88 and 89 of the Act.

During the hearing the landlord clarified that an order of possession was no longer required as the tenant had vacated the rental premises on August 5, 2017. As such, no further action is required for possession of the property. The hearing proceeded strictly on the landlord's monetary claim.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent and/or damage?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on August 25, 2016 on a fixed term tenancy ending on August 25, 2017 as shown by the submitted copy of the signed tenancy agreement dated September 19, 2016. The monthly rent is \$4,000.00 payable on the 25th day of each month.

The landlord seeks a monetary order of \$8,000.00 for unpaid rent and recovery of the filing fee.

The landlord claims that the tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) dated July 6, 2017. The landlord clarified that due to multiple attempts at service of the 10 Day Notice service was not effective until served by Canada Post Registered Mail on July 14, 2017. The 10 Day Notice sets out an effective end of tenancy date of August 24, 2017 and that the tenant failed to pay rent of \$4,000.00 that was due on June 25, 2017 and a "Deposit" of \$1,000.00 following a written demand on April 25, 2016. A copy of the Canada Post Customer Receipt and tracking label were provided in support of this claim.

The landlord clarified that the tenant had failed to pay rent of \$4,000.00 for July 2017 and again \$4,000.00 for August 2017.

Analysis

Pursuant to section 46 of the Act, a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end tenancy effective on a date that is not earlier than ten days after the date the tenant receives the notice.

I accept the landlord's undisputed affirmed evidence that the tenant was served with the 10 Day Notice dated July 6, 2017 via Canada Post Registered Mail. I also accept the undisputed evidence that the tenant failed to pay rent of \$4,000.00 for July 2017 and again for August 2017. On this basis, I find that the landlord has established a monetary claim for \$8,000.00 in unpaid rent.

The landlord having been successful in her application is entitled to recovery of the \$100.00 filing fee.

Conclusion

The landlord is granted a monetary order for \$8,100.00.

This order must be served upon the tenant. Should the tenant fail to comply with the order, the 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: October 03, 2017

Residential Tenancy Branch