



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            OPR, MNR, FF

### Introduction

The landlord applies for an order of possession pursuant to a ten day Notice to End Tenancy posted to the tenant's door on July 5, 2017 and for a monetary award for rent and future income loss.

Both parties attended the hearing, the landlord by its representative, and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

### Issue(s) to be Decided

Is the ten day Notice a valid Notice to end the tenancy? What if anything is the landlord owed for rent or occupation rent?

### Background and Evidence

The rental unit is a two bedroom apartment in a six floor apartment building.

The tenant took possession in March 2017, with a co-tenant. That co-tenant left and in June another arrived and a second tenancy agreement was entered into, adding that new person, a Ms. K.W.. The rent is \$1300.00 per month, due on the first of each month, in advance. The landlord holds a \$650.00 security deposit from the original tenancy.

Ms. K.W. left and the tenant acquired a new roommate who was in the process of applying with the landlord to be added as an official tenant.

Unfortunately, that roommate robbed this tenant and took the keys for the premises. This has caused the tenant considerable difficulty and hardship. He admits that he has been unable to pay the rent since June, leave rent owing for July and every month thereafter.

The landlord posted the Notice on the tenant's door on July 5. The tenant says he did not see it until some time later, he could not be definite, when he found it on a shelf inside the rental unit.

### Analysis

I find the tenant was deemed to have received the Notice on July 8, three days after posting to the door, in accordance with s. 90 of the *Residential Tenancy Act* (the "Act"). Someone he permitted in the rental unit may have removed it from the door and placed it inside the rental unit, but the tenant is responsible for the actions of any such person and must be deemed to have received the Notice, in accordance with s. 90 of the *Act*.

The *Act* does not permit an arbitrator to alleviate the tenant's hardship by extending time for him to pay rent.

The July Notice was a valid Notice for the \$1300.00 rent then owed for July. The tenant did not pay that amount within five days, either after July 8 or after first seeing the Notice. He has not applied to challenge the Notice. As a result, by operation of s. 46 of the *Act*, I find that this tenancy ended on July 18, 2017 and that the landlord is entitled to an order of possession.

The landlord is owed July rent of \$1300.00 and occupation rent of \$1300.00 for each of the months August to November, 2017, at total of \$6500.00, plus recovery of the \$100.00 filing fee.

I authorize the landlord to retain the \$650.00 security deposit in reduction of the amount awarded. The landlord will have a monetary order against the tenant for the remainder of \$5950.00.

### Conclusion

The landlord's application is allowed.

This decision was rendered orally at hearing and 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: November 08, 2017

---

Residential Tenancy Branch