



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BC HOUSING MANAGEMENT COMMISSION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, FF

### Introduction

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

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

The landlord's agent (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package via Canada Post Registered Mail on January 5, 2018. The landlord provided the Canada Post Customer Receipt Tracking number in her direct testimony as confirmation of service. The landlord clarified that this package was "unclaimed" according to an online search of the Canada Post website. The landlord stated that a second attempt was made on January 22, 2018 when the package was posted on the rental unit door. The landlord stated she was advised by staff that the tenant was currently in the process of moving out of the rental premises, but still occupies the rental premises. I accept the undisputed evidence of the landlord and find that both parties have been sufficiently served as per section 90 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 a monetary order for unpaid rent and recovery of the filing fee?

### 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 April 15, 2016 on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement dated April 14, 2016. The monthly rent is income based and determined by a yearly declaration of income and assets. The latest such statement shows that current monthly rent is \$511.00 payable on the 1<sup>st</sup> day of each month which that began on May 1, 2017.

The landlord seeks an order of possession and an amended monetary order for unpaid rent of \$1,022.00 which consists of:

\$511.00	Unpaid Rent, December 2017
\$511.00	Unpaid Rent, January 2018
\$511.00	Unpaid Rent, February 2018

The landlord clarified that a late payment of rent was accepted for use and occupancy only on January 5, 2018 of \$511.00 for December 2017 rent.

The landlord claimed that the tenant was served with a 10 Day Notice for Unpaid Rent (the 10 Day Notice) dated December 8, 2017 by regular mail. The 10 Day Notice sets out that the tenant failed to pay rent of \$511.00 that was due on December 1, 2017 and an effective end of tenancy date of December 23, 2017.

The landlord provided evidence that no further rent payments have been made as per the submitted copies of the landlord's tenant ledger.

### 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 undisputed evidence of the landlord and find that the tenant was served with the 10 Day Notice dated December 8, 2017. The landlord provided undisputed testimony that the tenant failed to pay December 2017 rent of \$511.00 until January 5,

2018 as per the submitted copy of the handwritten receipt dated January 5, 2018 for “use and occupancy only”.. The tenant did not apply for dispute of the 10 Day Notice.

I find that the tenant has failed to pay her rent in full when due, I find that the 10 Day Notice issued December 8, 2017 is valid. The tenant did not file an application for dispute of the 10 Day Notice. The landlord was entitled to possession of the rental unit on December 23, 2017, the effective date of the 10 Day Notice. As this date has now passed, the landlord is entitled to an order of possession effective two days after it is served upon the tenant.

As for the amended monetary claim of \$1,022.00 for unpaid rent, I find that the landlord has provided undisputed evidence that the tenant still occupies the rental premises as of the date of this hearing and has failed to pay any rent. As such, the landlord has established a monetary claim of \$1,022.00 for unpaid rent.

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

### Conclusion

The landlord is granted an order of possession for unpaid rent.  
The landlord is granted a monetary order for \$1,122.00.

These orders must be served upon the tenant. Should the tenant fail to comply with these orders, the orders may be filed in the Supreme Court of British Columbia and the Small Claims Division of the Provincial Court of British Columbia and enforced as orders of those courts.

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: March 02, 2018

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Residential Tenancy Branch