



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1064415 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR OPL MNRL FFL

Introduction

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

- an Order of Possession pursuant to section 55;
- a Monetary Order for unpaid rent and damages pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, which lasted approximately 10 minutes. The corporate landlord was represented by their agent (the "landlord") who attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses

The landlord testified that a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "10 Day Notice"), dated January 16, 2018 was served personally on the tenant on that same date. In accordance with section 88 of the *Act*, I find that the tenant was served with the landlord's 10 Day Notice on January 16, 2018.

The landlord testified that the landlords' application for dispute resolution dated January 24, 2018 was sent to the tenant by registered mail on January 29, 2018. The landlord provided a Canada Post tracking number as evidence of service. I find that the tenant was deemed served with the landlord's application for dispute resolution and evidence package in accordance with sections 89 and 90 of the *Act* on February 2, 2018, five days after mailing.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to monetary compensation as claimed?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The landlord provided undisputed testimony regarding the following facts. The monthly rent for this tenancy is \$300.00 payable by the first of each month. There is no written tenancy agreement. The landlord had no written information about whether the tenant had paid a security deposit or whether any amount was held by the landlord.

The landlord testified that at the time the 10 Day Notice was issued the tenancy was in arrears by \$600.00, the amount initially sought in the 10 Day Notice. The landlord testified that the tenant has not made payment since the 10 Day Notice was issued nor are they aware of the tenant having filed a dispute of the 10 Day Notice. The landlord testified that the tenant has failed to pay rent for December, 2017 and January, February and March, 2018. A 2 Month Notice to End Tenancy for Landlord's Use was issued to the tenant on November 1, 2017 and therefore the landlord said the tenant is entitled to the equivalent of one month's rent. Therefore, the landlord said that the total amount owing for this tenancy as of March 26, 2018, the date of the hearing is \$900.00

Analysis

The landlord provided undisputed evidence at this hearing, as the tenant did not attend. I find that the tenant was obligated to pay the monthly rent in the amount of \$300.00. I accept the landlord's evidence that the tenant failed to pay the full rent due within the 5 days of service granted under section 46(4) of the *Act* nor did the tenant dispute the 10 Day Notice within that 5 day period. Accordingly, I find that the tenant is conclusively presumed under section 46(5) of the *Act* to have accepted that the tenancy ended on the effective date of the 10 Day Notice. Therefore, I find that the landlords are entitled to an Order of Possession, pursuant to section 55 of the *Act*.

I accept the landlord's undisputed evidence that the total amount of arrears for this tenancy is \$900.00. I issue a monetary award in the landlord's favour for unpaid rent of \$900.00 as at March 26, 2018, the date of the hearing, pursuant to section 67 of the *Act*.

As the landlord's application was successful, the landlord is also entitled to recovery of the \$100.00 filing fee for the cost of this application.

Conclusion

I grant an Order of Possession to the landlord effective **2 days after service on the tenants**. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue a monetary order in the landlord's favour in the amount of \$1,000.00 which allows the landlords to recover unpaid rent and the filing fee for their application:

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this 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: March 26, 2018

Residential Tenancy Branch