



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding METRO HOUSING CORPORATION
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 attended 11 minutes past the start of the scheduled hearing time and did not submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package via Canada Post Registered Mail on February 8, 2018 and has submitted a copy of the Canada Post Customer Receipt Tracking label as confirmation. The landlord confirmed that an online search of the Canada Post Website shows that the tenant received and signed for the packager on February 16, 2018. As both parties have attended and confirmed receipt of the notice of hearing package, I am satisfied that both parties have been properly served as per sections 88 and 89 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?

Is the landlord entitled to retain all or part of the security deposit?

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.

The landlord provided undisputed affirmed testimony that this tenancy began on August 16, 2011 as per a signed tenancy agreement dated July 27, 2011.

The landlord seeks an order of possession and a monetary order for unpaid rent of \$3,264.00 which consists of:

\$79.00	Unpaid Rent, September 2017
\$769.00	Unpaid Rent, October 2017
\$769.00	Unpaid Rent, November 2017
\$769.00	Unpaid Rent, December 2017
\$414.00	Unpaid Rent, January 2018
\$414.00	Unpaid Rent, February 2018
\$25.00	NSF, November 2017
\$25.00	NSF, December 2017

Both parties confirmed that the landlord serve the tenant with a 10 Day Notice dated January 12, 2018 by posting it to the rental unit door on January 12, 2018, which states that the tenant failed to pay rent of \$2,850.00 that was due on January 1, 2018.

The landlord has submitted in support of these claims a copy of:

- 10 Day Notice dated January 12, 2018
- Tenant Ledgers
- Notice of Rent Increase(s) (X3)
- Tenant Certification Report
- Signed agreement re: payment plan for rental arrears dated November 20, 2017

The landlord also claims that as the tenant still occupies the space, no rent has been paid since the 10 Day Notice dated January 12, 2018 was served. The landlord seeks a total monetary claim of \$4,092.00 to include March 2018 unpaid rent.

The tenant confirmed in her direct testimony that she was served with the 10 Day Notice dated January 12, 2018 and does not dispute that rental arrears are owed. The tenant confirmed the \$4,092.00 total arrears owed claimed by the landlord.

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.

In this case, I accept the undisputed affirmed evidence of both parties and find that the tenant was served with the 10 Day Notice dated January 12, 2018. The tenant confirmed in her direct testimony that rental arrears were owed as per the landlord's

claims. As such, the landlord is granted an order of possession to be effective 2 days after the tenant being served.

As for the monetary claim, I find again based upon the undisputed affirmed evidence of both parties that the landlord has established a claim for unpaid rent as claimed for \$4,092.00. The tenant confirmed that no rent has been paid since the 10 Day Notice was served and had also confirmed the landlord's claim for rental arrears of \$4,092.00 to include March 2018 was accurate.

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

Although the landlord requested to retain the security deposit against the monetary claim filed, the landlord failed to provide any evidence as to the amount paid by the tenant for the security deposit. As such, I decline to make any order regarding the landlord's request to retain the security deposit.

Conclusion

The landlord is granted an order of possession.

The landlord is granted a monetary order for \$4,192.00.

These orders must be served upon the tenant. Should the tenant fail to comply with the 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.

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: April 05, 2018

Residential Tenancy Branch