



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

On March 3, 2018, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* for an order of possession; for a monetary order for unpaid rent or utilities; and to recover the cost of the filing fee. The matter was set for a conference call hearing.

The Landlord attended the teleconference hearing; however, the Tenants did not. The Landlord provided affirmed testimony that the Tenants were each served with the Notice of Hearing on March 15, 2018, using Canada Post registered mail. The Landlord provided the registered mail tracking numbers for each package sent to the Tenants.

I find that the Tenants have been duly served with the Notice of Hearing in accordance with sections 89 and 90 of the Residential Tenancy Act ("the Act").

The Landlord was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions at the hearing.

Issues to be Decided

- Is the Landlord entitled to an order of possession due to unpaid rent?
- Is the Landlord entitled to a monetary order to recover unpaid rent?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that the tenancy began on April 8, 2017, as a one year fixed term tenancy. Rent in the amount of \$950.00 is to be paid by the first day of each month. The Tenants paid the Landlord a security deposit of \$475.00. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that the Tenants have failed to pay the rent owing under the tenancy agreement.

On February 22, 2018, the Landlord served the Tenants in person with the following 10 Day Notices to End Tenancy for Unpaid Rent or Utilities:

- 10 Day Notice in the amount of \$225.00 for rent due in December 2017
- 10 Day Notice in the amount of \$950.00 for rent due in January 2018
- 10 Day Notice in the amount of \$950.00 for rent due in February 2018

The Notice(s) informed the Tenants that the Notices would be cancelled if the rent was paid within five days. The Notice also explains the Tenants had five days to dispute the Notice.

There is no evidence before me that that the Tenants made an application to dispute any of the Notices.

The Landlord testified that the Tenants did not pay the amounts owing for rent within 5 days of receiving the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities.

The Landlord testified that the Tenants owe him \$2,125.00 for unpaid rent. The Landlord testified that the Tenants have not paid the rent owing under the tenancy agreement for March 2018. The Landlord requests to amend his application to include a claim for unpaid March 2018, rent in the amount of \$950.00.

The Landlord seeks an order of possession for the rental unit and a monetary order for unpaid rent in the amount of \$3,075.00.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the Tenants did not pay the rent owing under the tenancy agreement within five days of receiving the 10 Day Notice, and did not apply to dispute the Notice, and are therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notices.

I find that the Landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective two days after service on the Tenants. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenants are cautioned that costs of such enforcement are recoverable from the Tenants.

I find that the Tenants owe the Landlord \$3,075.00 for unpaid rent for the above mentioned dates, which includes the Landlord's claim for March 2018, rent. The Tenants are living in the

rental unit and are aware they are required to pay the rent and the Landlord has suffered a loss of rent.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenants to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$3,175.00 comprised of \$3,075.00 in unpaid rent for the above mentioned dates and the \$100.00 fee paid by the Landlord for this hearing.

I grant the Landlord a monetary order in the amount of \$3,175.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenants are cautioned that costs of such enforcement are recoverable from the Tenants.

Conclusion

The Tenants failed to pay the rent due under the tenancy agreement and did not file to dispute the 10 Day Notice. The Tenants are presumed under the law to have accepted that the tenancy ended on the effective date of the Notice.

The Landlord is granted an order of possession effective 2 days after service on the Tenants and I grant a monetary order for the unpaid rent and the cost of the filing fee in the amount of \$3,175.00.

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 04, 2018

Residential Tenancy Branch