



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COLUMBIA PROPERTY MANAGEMENT LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR MNR MNDC FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on March 21, 2018 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated May 4, 2018 (the "10 Day Notice");
- a monetary order for unpaid rent or utilities;
- an monetary order for money owed or compensation for damage or loss; and
- an order granting recovery of the filing fee.

The Landlord was represented at the hearing by K.B., an agent, who provided affirmed testimony. The Tenant did not attend the hearing.

On behalf of the Landlord, K.B. testified the Application package was served on the Tenant by registered mail on May 29, 2018. Pursuant to sections 89 and 90 of the *Act*, documents served by registered mail are deemed to be received five days later. Accordingly, I find the Tenant is deemed to have received the Application package on June 3, 2018.

On behalf of the Landlord, K.B. was provided with the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to an order of possession for unpaid rent or utilities?
2. Is the Landlord entitled to a monetary order for unpaid rent or utilities?
3. Is the Landlord entitled to a monetary order for money owed or compensation for damage or loss?
4. Is the Landlord entitled to recover the filing fee?

Background and Evidence

The Landlord submitted a copy of the tenancy agreement into evidence. It confirmed the tenancy began on May 1, 2017. Rent in the amount of \$750.00 per month is due on the first day of each month. The Tenant paid a security deposit of \$375.00, which the Landlord holds.

On behalf of the Landlord, K.B. testified the Tenant did not pay rent when due on May 1, 2018. Accordingly, the Landlord issued the 10 Day Notice, a copy of which was submitted with the Landlord's documentary evidence. K.B. testified the 10 Day Notice was served on the Tenant by posting a copy to the door of the Tenant's rental unit on May 7, 2018. At that time, rent in the amount of \$750.00 was outstanding.

K.B. testified further that the Tenant did not pay rent when due on June 1 and July 1, 2018, and that rent in the amount of \$2,250.00 is currently outstanding. The Tenant continues to occupy the rental unit.

The Tenant did not attend the hearing to dispute the Landlord's evidence.

Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

The Landlord sought an order of possession. In this case, K.B. testified, and I find, that the 10 Day Notice was served on the Tenant by posting a copy on the door of the rental unit on May 7, 2018. Pursuant to sections 88 and 90 of the *Act*, documents served in this manner are deemed to be received three days later. I find the Tenant is deemed to have received the 10 Day Notice on May 10, 2018. Accordingly, pursuant to section 46(4) of the *Act*, the Tenant had until May 15, 2018, to pay rent in full or dispute the 10

Day Notice by filing an application for dispute resolution. The Tenant has done neither. As a result, I find the Tenant is conclusively presumed to have accepted the tenancy ended on the effective date of the 10 Day Notice, pursuant to section 46(5) of the *Act*. The Landlord is entitled to an order of possession, which will be effective two (2) days after it is served on the Tenant.

The Landlord also sought a monetary order for unpaid rent. Applying the security deposit held in partial satisfaction of the claim, I find the Landlord has established an entitlement to a monetary order in the amount of \$1,975.00, which has been calculated as follows:

Claim	Amount allowed
Unpaid rent:	\$2,250.00
Filing fee:	\$100.00
<i>LESS</i> security deposit:	(\$375.00)
TOTAL:	\$1,975.00

Conclusion

The Landlord is granted an order of possession, which will be effective two (2) days after it is served on the Tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

The Landlord is granted a monetary order in the amount of \$1,975.00. The monetary order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: July 18, 2018

Residential Tenancy Branch