



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR FF DR

Introduction

This hearing was convened in response to applications by the landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows

- an Order of Possession for non-payment of rent pursuant to section 55 of the *Act*;
- a Monetary Order pursuant to section 67 of the *Act* for unpaid rent under the *Act*; and
- a return of the filing fee pursuant to section 72 of the *Act*.

Only the landlord attended the hearing. The landlord was given a full opportunity to be heard, to present testimony, to make submissions and to call witnesses.

The landlord explained that a 10 Day Notice to End Tenancy (“10 Day Notice”) was given to the tenant in person on May 22, 2018. Pursuant to sections 88 & 90 of the *Act* the tenant is deemed to have been served with this notice on the same day it was given to him.

The landlord provided undisputed testimony that he served the tenant in person with his application for dispute on June 14, 2018. Pursuant to sections 89 & 90 of the *Act* the tenant is deemed to have been served with these documents on June 14, 2018, the same day they were given to him.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Can the landlord recover a monetary award including a return of the filing fee?

Background and Evidence

Undisputed testimony provided by the landlord explained that this tenancy began on November 1, 2015. Rent was \$550.00 per month, and rose to \$650.00 over the course of the tenancy. No security deposit is presently held by the landlord.

The landlord said that he served the tenant with a 10 Day Notice to End Tenancy for unpaid rent because the tenant had failed to pay partial rent for March 2018 and did not pay rent in its entirety for April and May 2018. The landlord said that on June 1, 2018 the tenant paid \$600.00, however, \$930.00 from the 10 Day Notice issued on May 22, 2018 remains outstanding.

Analysis

The tenant failed to pay the unpaid rent within five days of receiving the 10 Day Notice to End Tenancy. The tenant has not made an application pursuant to section 46(4) of the *Act* within five days of receiving the 10 Day Notice. In accordance with section 46(5) of the *Act*, the tenant's failure to take either of these actions within five days has led to the end of the tenancy on the effective date of the notice. In this case, this required the tenant to vacate the premises by June 1, 2018, the effective date of the 10 Day Notice. As that has not occurred, I find that the landlord is entitled to an Order of Possession. The landlord will be given a formal Order of Possession which is valid two days after service. If the tenant does not vacate the rental within two days of receipt of the landlord's 10 Day Notice, the landlord may enforce this Order in the Supreme Court of British Columbia.

I accept the landlord's undisputed testimony that partial rent remains outstanding for April and May 2018. A review of the 10 Day Notice issued on May 22, 2018 shows that the landlord had issued the notice because of unpaid rent in the amount of \$1,530.00. The landlord confirmed that a payment of \$600.00 was made on June 1, 2018. Therefore, there remains \$930.00 in outstanding rent.

Pursuant to section 67 of the *Act* and based on the landlord's uncontested evidence, I find that the landlord is entitled to a monetary award of \$930.00 related to unpaid rent.

As the landlord was successful in his application, he may recover the \$100.00 filing fee from the tenant pursuant to section 72 of the *Act*.

Conclusion

I am granting the landlord an Order of Possession to be effective two days after notice is served to the tenant. If the tenant does not vacate the rental unit within the two days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

I am making a Monetary Order of \$1,030.00 in favour of the landlord. The landlord is provided with formal Orders in the above terms. Should the tenant fail to comply with these Orders, these Orders may be filed and enforced as Orders 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: July 5, 2018

Residential Tenancy Branch