



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPR, MNR, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent and late fees. The landlord also applied for the recovery of the filing fee.

The landlord had initially made application by direct request which is processed by a non-participatory hearing. In an interim decision dated May 28, 2018, the adjudicator adjourned the hearing to a participatory hearing. The reason for the adjournment was that the tenancy agreement did not indicate the amount of rent payable on the first of each month. The parties were required to attend in person to provide information regarding the amount of the monthly rent.

Notices of the reconvened hearing were enclosed with the interim decision. The landlord was instructed to serve the notice of reconvened hearing, the interim decision, and all other required documents, upon the tenant within three (3) days of receiving this decision, in accordance with section 89 of the *Act*.

The notice of hearing package was served on the tenant on June 06, 2018, by registered mail. The landlord provided a tracking number. The landlord tracked the package on line and found that the tenant had picked up the package and signed for it on June 07, 2018. I found that the tenant had been served with the notice of hearing package in accordance with section 89 of the *Act* and therefore the hearing proceeded in the absence of the tenant.

Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to provide affirmed testimony, present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to an order of possession and a monetary order for unpaid rent, late fees and the filing fee?

### **Background and Evidence**

The tenancy started on November 01, 2008. The landlord testified that the current monthly rent is \$1,100.00 due on the first of each month. A term in the tenancy agreement requires the tenant to pay late fees in the amount of \$20.00 for rent paid after the first of each month.

The landlord testified that the tenant fell behind on rent and as of May 01, 2018, the tenant owed \$2,380.00 in unpaid rent. . On May 04, 2018,; the landlord served the tenant with a ten day notice to end tenancy, by posting the notice on the tenant's door in the presence of a witness. The tenant did not dispute the notice and made two partial payments towards rent owed, on May 28, 2018 and May 31, 2018, for which the landlord issued receipts for use and occupancy only. The landlord testified that after making the partial payments, the tenant owed \$780.00 in unpaid rent.

The landlord further testified that the tenant failed to pay rent for June and July 2018 and at the time of the hearing the tenant owed the landlord a total of \$3,020.00 in unpaid rent and late fees. This amount includes \$1,100.00 for each of the months of June and July 2018 plus \$20.00 for late fees for each month.

The landlord is applying for an order of possession effective two days after service on the tenant and a monetary order in the amount of \$ 3,020.00 for unpaid rent and late fees. The landlord is also applying for the recovery of the filing fee of \$100.00.

### **Analysis**

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. The tenant received the notice to end tenancy for unpaid rent, on May 04, 2018 and did not pay rent within five days of receiving the notice to end tenancy nor did the tenant make application, pursuant to Section 46 to set aside the notice to end a residential tenancy, and the time to do so has expired.

In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice.

Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

I find that the landlord is entitled to her monetary claim of \$3,020.00 for unpaid rent and late fees plus the filing fee of \$100.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount due of \$3,120.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord an order of possession effective **two days after service** on the tenant and a monetary order in the amount of **\$3,120.00**.

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: July 17, 2018

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Residential Tenancy Branch