



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding UNITED REVENUE PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FFL

Introduction

On June 13, 2018, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for an order of possession; a monetary order for unpaid rent; and to recover the cost of the filing fee.

The matter was set for a conference call hearing. The Landlord’s agent Mr. V.K. attended the hearing; however, the Tenant did not. The Landlord testified that the Notice of Dispute Resolution Proceeding was posted to the Tenant’s door on June 13, 2018. I find that the Tenant has been duly served with the Notice of Proceeding in accordance with sections 89 and 90 of 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.

Preliminary Matters

The part of the Landlord’s application requesting a monetary order for unpaid rent is dismissed with leave to reapply. The Landlord posted the Notice of Proceeding on the Tenant’s door; however, in accordance with section 89 of the Act, claims for compensation must be served directly on the person or by registered mail.

The Hearing proceeded on the Landlord’s claim for an order of possession due to unpaid rent.

Issues to be Decided

- Is the Landlord entitled to an order of possession for the rental unit?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that the tenancy began approximately four years ago on a month to month basis. Rent in the amount of \$800.00 is to be paid by the first day of each month. The Landlord submitted that the Tenant did not pay a security deposit. The Landlord did not put the tenancy agreement into writing.

The Landlord testified that the Tenant has not paid the rent that is due under the tenancy agreement. The Landlord testified that he issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated May 29, 2018, to the Tenant due ongoing concerns regarding the payment of rent. The Landlord posted the 10 Day Notice on the Tenant's door on May 29, 2018.

The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities indicates that the Tenant owes \$5,300.00 that was due on May 1, 2018. The effective date of the 10 Day Notice is June 9, 2018.

The Landlord submitted that over the past year, the Tenant was required to pay \$9,600.00 in rent. The Landlord testified that he has only received \$5,300.00 in rent from the Tenant. The Landlord issued the 10 Day Notice based on the amount of rent that is unpaid over the past year. The Landlord confirmed that a mistake was made and the amount of unpaid rent indicated on the 10 Day Notice should be \$4,300.00 rather than \$5,300.00.

The Landlord testified that he has not received any payments of rent from the Tenant since the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities was issued.

The Landlord is seeking an immediate order of possession for the rental unit.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the Tenant is deemed to have received the 10 Day Notice on June 1, 2018, three days after it was posted.

I find that the Tenant did not pay the outstanding rent owing under the tenancy agreement within 5 days of receiving the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities.

I find that the Tenant did not apply to dispute the 10 Day Notice, and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on June 9, 2018, the effective date of the Notice.

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 Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

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

I grant the Landlord a monetary order in the amount of \$100.00.

Conclusion

The Tenant failed to pay the rent owing under the tenancy agreement within 5 days of receiving the 10 Day Notice and did not dispute the 10 Day Notice.

The Landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective two days after service on the Tenant.

I grant the Landlord a monetary order in the amount of \$100.00 for the cost of the filing fee.

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: August 07, 2018

Residential Tenancy Branch