



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Cornerstone Properties Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNRL, FFL

### Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- An Order of Possession pursuant to sections 46 and 55;
- A Monetary Order for unpaid rent pursuant to section 67;
- Authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The landlord's agent RS attended the hearing ("the landlord") and provided affirmed testimony. The landlord was given the opportunity to make submissions as well as present oral and written evidence.

The tenant did not attend the hearing. I kept the teleconference line open from the time the hearing was scheduled for twenty minutes to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant had been provided.

The landlord testified the tenant was served with the Notice of Hearing and Application for Dispute Resolution by registered mail sent on July 4, 2018 and deemed received by the tenant five days later under section 90, on July 9, 2018. The landlord provided the Canada Post tracking number in support of service. Pursuant to sections 89 and 90, I find the tenant was served with the Notice of Hearing and Application for Dispute Resolution on July 9, 2018.

Issue(s) to be Decided

- Is the landlord entitled to an Order of Possession pursuant to section 46 and 55 of the *Act*?
- Is the landlord entitled to a Monetary Order pursuant to section 65 of the *Act*?
- Is the landlord entitled to reimbursement of the filing fee pursuant to section 72(1) of the *Act*?

Background and Evidence

The landlord testified that the parties entered into a signed residential tenancy agreement for a 6-month fixed term commencing October 1, 2017 for monthly rent of \$2,500.00 payable on the first of the month. The tenancy continued as a month-to-month tenancy at the expiry of the term.

The landlord submitted the following testimony and evidentiary material:

- A copy of a residential tenancy agreement;
- A copy of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (“Ten-Day Notice”) dated June 5, 2018, for \$4,650.00 in unpaid rent and \$615.00 in unpaid utilities. The Ten-Day Notice provides the tenant had five days from the date of service to pay the rent in full or apply for Dispute Resolution or the tenancy would end on the stated effective vacancy date of June 15, 2018, (corrected to June 18, 2018);
- A copy of a witnessed Proof of Service Notice to End Tenancy form which indicates that the Ten-Day Notice was posted to the tenant’s door on June 5, 2018 thereby effecting service three days after posting on June 8, 2018, pursuant to sections 88 and 90; and
- A Direct Request Worksheet showing the rent owing and paid during the relevant portion of this tenancy indicating rent and utilities were outstanding as stated above at the time the Ten-Day Notice was served.

The landlord testified the tenant did not pay the landlord any security deposit under the agreement.

The landlord testified the tenant made no payments on outstanding rent or utilities after service of the Ten Day Notice. The landlord provided uncontradicted testimony that the full amount claimed remains unpaid and owing to the landlord.

The Landlord testified the tenant vacated the premises on July 31, 2018. Therefore, an Order of Possession is no longer required.

### Analysis

I have reviewed all documentary evidence and testimony. I find the form and content of the Ten-Day Notice complies with section 52 of the *Act*. I find the tenant was served with the Ten-Day Notice on June 8, 2018 in accordance with section 88 and 90 of the *Act* and with the Notice of Hearing documents in accordance with section 89 of the *Act*.

I am satisfied the tenant has not paid the overdue rent or disputed the Ten Day Notice within the five-day period following service. Therefore, pursuant to section 46(5), the tenant is conclusively presumed to have accepted the tenancy ends on the effective date of the notice (being the corrected date of June 18, 2018 requiring the tenant to vacate the rental unit by that date.

As the tenant does not continue to occupy the premises, the landlord does not require an Order of Possession pursuant to section 55 of the *Act*.

Based on the uncontradicted evidence of the landlord, I find the landlord is entitled to a Monetary Order pursuant to section 67 in the amount of \$4650.00 for unpaid rent, \$615.00 for unpaid utilities as well as the \$100.00 filing fee paid by the landlord for this application for a total of **\$5365.00**

A summary of my finding follows:

| ITEM                                   | AMOUNT           |
|--|------------------|
| Award to landlord for outstanding rent | \$4650.00        |
| Award to landlord for unpaid utilities | \$615.00         |
| Reimbursement of filing fee            | \$100.00         |
| <b>Monetary Order</b>                  | <b>\$5365.00</b> |

### Conclusion

I grant a Monetary Order to the landlord in the amount of **\$5365.00** for this Application.

This Order must be served on the tenant. If the tenant fails to comply with this Order, the landlord may file the Order in the Provincial Court (Small Claims) and be enforced as an Order of that Court.

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: September 4, 2018

---

Residential Tenancy Branch