



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BOUNDARY MANAGEMENT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR-S, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

The landlord's agent (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord claims that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on July 19, 2018 and has provided a copy of the Canada Post Customer Tracking label as confirmation. I accept the undisputed affirmed evidence of the landlord and find that the tenant has been properly served as per sections 88 and 89 of the Act. Although the tenant failed to attend the hearing, I find that the tenant is deemed sufficiently served as per section 90 of the Act.

At the outset, the landlord stated that the tenant continues to reside in the rental premises and has continued to not pay any rent for August and September 2018. The landlord wishes to amend the monetary claim to include an additional \$1,900.00 for these two months of unpaid rent.

During the hearing the hearing the landlord also requested that the \$27.32 claim for unpaid utilities be withdrawn. As such, no further action is required for this portion of the claim.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for unpaid rent?

Is the landlord entitled to a monetary order for unpaid rent and the filing fee?

Is the landlord entitled to retain all or part of the security deposit?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on February 1, 2018 on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated January 29, 2018. The monthly rent is \$950.00 payable on the 1st day of each month. A security deposit of \$475.00 was paid.

The landlord seeks an order of possession and an amended monetary claim for unpaid rent of \$6,230.00 which consists of:

\$950.00	Unpaid Rent, March 2018
\$530.00	Unpaid Rent, April 2018
\$950.00	Unpaid Rent, May 2018
\$950.00	Unpaid Rent, June 2018
\$950.00	Unpaid Rent, July 2018
\$950.00	Unpaid Rent, August 2018
\$950.00	Unpaid Rent, September 2018

The landlord stated that the tenant was served with a 10 Day Notice for Unpaid Rent (the 10 Day Notice) dated July 5, 2018 on by posting it to the rental unit door on July 6, 2018. The 10 Day Notice states that the tenant failed to pay rent of \$4,357.32 that was due on July 1, 2018 and \$27.32 in utilities was unpaid. The 10 Day Notice sets out an effective end of tenancy date of July 15, 2018. The utilities portion of the notice was incomplete.

In support of these claims the landlord has provided:

Copy of the signed tenancy agreement dated January 29, 2018

Copy of the 10 Day Notice dated July 5, 2018

Copy of tenant ledger, "Reconciliation" for monetary claims

Analysis

Pursuant to section 46 of the Act, a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end tenancy effective on a date that is not earlier than ten days after the date the tenant receives the notice.

I accept the undisputed affirmed evidence of the landlord and find that the tenant was served with the 10 Day Notice dated July 5, 2018 by posting it to the rental unit door on July 6, 2018.

The landlord testified that the tenant failed to pay rent for the period March 2018 up to the date of this hearing (September 11, 2018) with one exception. The tenant made a partial rent payment of \$420.00 on April 17, 2018.

The tenant has failed to pay rent in full when due, I find that the 10 Day Notice issued July 5, 2018 is valid and find that the landlord is entitled to possession of the rental unit on July 15, 2018, the effective date of the 10 Day Notice. As this date has now passed, the landlord is entitled to an order of possession effective two days after it is served upon the tenant(s).

As for the monetary claim, I find based upon the undisputed evidence of the landlord that the tenant has failed to pay the amended monetary claim of unpaid rent of \$6,230.00.

The landlord having been successful is also entitled to recovery of the \$100.00 filing fee. I authorize the landlord to retain the \$475.00 security deposit in partial satisfaction of the claim.

Conclusion

The landlord is granted an order of possession for unpaid rent.

The landlord is granted a monetary order for \$5,855.00.

These orders must be served upon the tenant. Should the tenant fail to comply with these orders, these orders may be filed in the Supreme Court of British Columbia and the Small Claims Division of the Provincial Court of British Columbia and enforced as orders of those courts.

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 11, 2018

Residential Tenancy Branch