



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COLUMBIA PROPERTY MANAGEMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, 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 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 stated that the tenant was served with the notice of hearing package and the submitted documentary evidence. I accept the undisputed affirmed evidence of the landlord and find that the tenant was sufficiently served as per section 90 of the Act.

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 recovery of the filing fee?

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 May 15, 2014 on a month-to-month basis as per the submitted copy of the signed tenancy agreement. The monthly rent was \$700.00 payable on the 1st day of each month. A security deposit of \$350.00 and a pet damage deposit of \$350.00 were paid. A notice of rent increase was issued starting January 1, 2018 in which the rent was increased from \$750.00 to \$780.00 per month.

The landlord stated that the tenant was served with a 10 Day Notice issued for Unpaid Rent (the 10 Day Notice) dated July 6, 2018 on July 6, 2018 by posting it to the rental unit door with a witness. The landlord has submitted a copy of a proof of service document dated July 6, 2018 in confirmation of service. The 10 day notice sets that the tenant failed to pay rent of \$780.00 that was due on July 1, 2018.

The landlord seeks an order of possession and a monetary order of \$1,065.00 for unpaid rent. The landlord clarified that partial rent payment(s) were accepted on July 16, 2018 of \$150.00; August 14, 2018 of \$450.00; and August 28, 2018 of \$300.00 for which the landlord issued receipts with notice of acceptance for use and occupancy only for each payment. The landlord clarified that this amount is inclusive of all unpaid rent as of the date of this hearing.

In support of these claims the landlord has submitted:

- Copy of 10 Day Notice dated July 6, 2017
- Copy of Proof of Service (10 Day Notice) dated July 6, 2018
- Copy of Notice of Rent Increase dated January 1, 2018
- Copy of Tenant ledger
- Copy of signed tenancy agreement dated May 9, 2014

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 6, 2018 by posting to the rental unit door. This was supported by the submitted proof of service document dated July 6, 2018 which confirmed service with a witness on July 6, 2018. As such, the landlord is entitled to an order of possession effective 2 days after service.

On the landlord's monetary claim, I accept the undisputed affirmed evidence of the landlord that after the service of the 10 Day Notice dated July 6, 2018 the tenant failed to pay rent of \$780.00 that was due on July 1, 2018 and had subsequently made multiple partial rent payments for which receipts were issued for use and occupancy only on each occasion. I also find as per the landlord's undisputed affirmed evidence that as of the date of this hearing, the tenant is in arrears totalling, \$1,065.00.

The landlord having been successful in the application for dispute is also entitled to recovery of the \$100.00 filing fee.

Conclusion

The landlord is granted an order of possession.

The landlord is granted a monetary order for \$1,165.00..

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 20, 2018

Residential Tenancy Branch