



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

OPR, MNRL, MNDCL, FFL

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent or Utilities, a monetary Order for unpaid rent or utilities, a monetary Order for money owed or compensation for damage or loss, and to recover the fee for filing this Application for Dispute Resolution.

The female Landlord stated that on March 12, 2019 the Application for Dispute Resolution, the Notice of Hearing and documents the Landlord submitted in support of this Application for Dispute Resolution were sent to the Tenant, via registered mail, at the rental unit. The Landlord submitted Canada Post documentation that corroborates this statement. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

As the aforementioned documents were properly served to the Tenant the hearing proceeded in his absence and the evidence was accepted as evidence for these proceedings.

### Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession and to a monetary Order for unpaid rent/lost revenue?

### Background and Evidence

The female Landlord stated that:

- she thinks this tenancy began in 2015;
- the Tenant is required to pay monthly rent of \$1,500.00 by the first day of each month;
- the Tenant has not paid rent of \$1,500.00 that was due for June of 2016;
- the Tenant did not pay any rent for January, February, March, or April of 2019;
- the Tenant is still occupying the rental unit;

- a Ten Day Notice to End Tenancy for Unpaid Rent, which had an effective date of March 13, 2019, was posted on the door of the rental unit and was placed in the mail slot on March 03, 2019;
- the Ten Day Notice to End Tenancy declared that the Tenant owed \$6,000.00 in rent that was due on March 01, 2019.

A copy of the Ten Day Notice to End Tenancy was submitted in evidence.

### Analysis

On the basis of the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that requires the Tenant to pay monthly rent of \$1,500.00 by the first day of each month; the rental unit is still occupied by the Tenant; and that the Tenant has not paid rent for June of 2016, January of 2019, February of 2019, or March of 2019. As the Tenant is required to pay rent pursuant to section 26(1) of the *Act*, I find that the Tenant must pay \$6,000.00 in outstanding rent to the Landlord.

Section 46(1) of the *Act* entitles landlords to end a tenancy within ten days if rent is not paid when it is due by providing proper written notice. On the basis of the undisputed evidence I find that the Ten Day Notice to End Tenancy, served pursuant to section 46 of the *Act*, was posted at the rental unit and placed in the Tenant's mail slot on March 03, 2019.

Section 90 of the *Act* stipulates that a document that is posted on a door is deemed to be received on the third day after it is posted. I therefore find that the Tenant received the Notice to End Tenancy on March 06, 2019.

Section 46(1) of the *Act* stipulates that a Ten Day Notice to End Tenancy is effective ten days after the date that the tenant receives the Notice. As the Tenant is deemed to have received this Notice on March 06, 2019 I find that the earliest effective date of the Notice was March 16, 2019.

Section 53 of the *Act* stipulates that if the effective date stated in a Notice is earlier than the earliest date permitted under the legislation, the effective date is deemed to be the earliest date that complies with the legislation. Therefore, I find that the effective date of this Ten Day Notice to End Tenancy was March 16, 2019.

Section 46 of the *Act* stipulates that a Tenant has five days from the date of receiving the Notice to End Tenancy to either pay the outstanding rent or to file an Application for Dispute Resolution to dispute the Notice. I have no evidence that the Tenant exercised either of these rights and, pursuant to section 46(5) of the *Act*, I find that the Tenant accepted that the tenancy has ended. On this basis I grant the landlord an Order of Possession.

As the Tenant did not vacate the rental unit on March 16, 2019, I find that the Tenant is obligated to pay rent, on a per diem basis, for the days the Tenant remained in possession of the rental unit. As the Tenant has already been ordered to pay rent for the period between March 16, 2019 and March 31, 2019, I find that the Landlord has been fully compensated for that period. I also find that the Tenant must compensate the Landlord for April of 2019 as the Tenant remained in possession of the rental unit for that month. I therefore find that the Tenant also owes rent of \$1,500.00 for April of 2019.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the cost of filing this Application for Dispute Resolution.

### Conclusion

I grant the Landlord an Order of Possession that is effective 1:00 p.m. on April 30, 2019. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

The Landlord has established a monetary claim, in the amount of \$7,600.00, which includes \$7,500.00 in unpaid rent and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Based on these determinations I grant the Landlord a monetary Order for \$7,600.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and 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 *Act*.

Dated: April 30, 2019

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Residential Tenancy Branch