



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR

### Introduction

On March 27, 2019, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for an order of possession; for a monetary order for unpaid rent or utilities; and to recover the cost of the filing fee. The matter was set for a conference call hearing. On April 25, 2019 the Landlord amended his application to increase the monetary amount of his claim for unpaid rent.

The Landlord attended the teleconference hearing; however, the Tenant did not. The Landlord provided affirmed testimony that the Tenant was served the Notice of Dispute Resolution Proceeding documents on April 1, 2019 using registered mail. The Landlord testified that he checked the delivery status of the mail and it shows as delivered on April 3, 2019.

I find that the Tenant has been duly served with the Notice of Dispute Resolution 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.

### Issues to be Decided

- Is the Landlord entitled to an order of possession due to unpaid rent?
- Is the Landlord entitled to a monetary order to recover unpaid rent?
- Is the Landlord entitled to recover the cost of the filing fee?

### Background and Evidence

The Landlord testified that he purchased the rental property in May 2018. The Tenant was already occupying the rental unit at a monthly rent of \$750.00. The Landlord testified that the tenancy originally began sometime in 2015.

The Landlord testified that he issued a notice to end tenancy in order to renovate the rental unit and the Tenant accepted the Notice and one month's compensation. The Landlord testified that the parties subsequently entered into a new tenancy agreement that began on February 1, 2019. The Landlord testified that the Tenant is required to pay the amount of \$1,050.00 by the first day of each month.

The Landlord testified that the Tenant did not pay the rent owing under the tenancy agreement for the month of March 2019.

The Landlord testified that he received \$450.00 from the Tenant on March 8, 2019. The Landlord testified that the Tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated March 15, 2019, ("the 10 Day Notice").

The Landlord testified that the Tenant was served with the 10 Day Notice by posting it to the Tenant's door on March 15, 2019. The Landlord provided a photograph of a 10 Day Notice posted to the door. The Landlord testified that the Tenant received the 10 Day Notice because he received a text message from the Tenant confirming that he received it.

The 10 Day Notice indicates that the Tenant has failed to pay rent in the amount of \$1050.00 which was due on March 1, 2019. The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice.

There is no evidence before me that the Tenant made an application to dispute the 10 Day Notice.

The Landlord submitted that the Tenant owes \$600.00 for March 2019, rent. The Landlord testified that the Tenant has not paid the rent owing under the tenancy agreement for the months of April 2019, and May 2019. The Landlord amended his application to include the money owed for these additional months.

The Landlord seeks an order of possession for the rental unit and a monetary order for unpaid rent in the amount of \$2,700.00.

### Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the Tenant did not pay all the rent owing under the tenancy agreement within five days of receiving the 10 Day Notice, and did not apply to dispute

the Notice, and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the 10 Day 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.

I find that the Tenant owes the Landlord \$2,700.00 for unpaid rent.

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 repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$2,800.00 comprised of \$2,700.00 in unpaid rent for the above mentioned dates and the \$100.00 fee paid by the Landlord for this hearing.

### Conclusion

The Tenant failed to pay the rent due under the tenancy agreement and did not file to dispute the 10 Day Notice. The Tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the Notice.

The Landlord is granted an order of possession effective 2 days after service on the Tenant and I grant a monetary order for the unpaid rent and the cost of the filing fee in the amount of \$2,800.00.

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: May 14, 2019

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Residential Tenancy Branch