



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MT, PSF
OPRM-DR, FFL

Introduction

This teleconference hearing was scheduled in response to applications by both parties under the *Residential Tenancy Act* (the “Act”). The Tenant applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent (the “10 Day Notice”), for an extension of time to dispute the notice, and for an order for the Landlord to provide services or facilities as required by the tenancy agreement or law. The Landlord applied through the Direct Request process for an Order of Possession based on the 10 Day Notice, for monetary compensation for unpaid rent, and for the recovery of the filing fee paid for the Application for Dispute Resolution.

An agent for the Landlord (the “Agent”) was present for the teleconference hearing while no one called in for the Tenant during the approximately 10 minutes that the phone line remained open. The Agent was affirmed to be truthful in her testimony and confirmed receipt of the Notice of Dispute Resolution Proceeding package regarding the Tenant’s application. The Agent did not receive any evidence from the Tenant. The Agent stated that the Notice of Dispute Resolution Proceeding package regarding the Landlord’s application was sent to the Tenant by registered mail, along with a copy of their evidence. The registered mail tracking number was provided and is included on the front page of this decision. The Agent stated that the tracking information shows that the package was unclaimed by the Tenant.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Branch Rules of Procedure*. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Preliminary Matters

The Landlord filed the Application for Dispute Resolution seeking compensation for May 2019 rent in the amount of \$1,150.00. At the hearing the Agent stated that they would also like to claim unpaid rent for June 2019 in the amount of \$1,150.00. As I find that the tenancy agreement confirms that this rent amount is due on the first day of each month, I find that amending the application to include an additional month of rent does not unfairly prejudice the Tenant. Instead, I find that the Tenant should reasonably expect that the Landlord would be seeking an additional month of compensation. As such, pursuant to Section 64(3)(c) of the *Act*, I amend the application to include a claim for an additional month of unpaid rent.

Issues to be Decided

Should the 10 Day Notice to End Tenancy for Unpaid Rent be cancelled?

If the 10 Day Notice to End Tenancy for Unpaid Rent is upheld, is the Landlord entitled to an Order of Possession?

Should the Landlord be ordered to provide services or facilities as required by the tenancy agreement or law?

Is the Landlord entitled to monetary compensation for unpaid rent?

Should the Landlord be awarded the recovery of the filing fee paid for the Application for Dispute Resolution?

Background and Evidence

The Agent provided undisputed testimony on the tenancy which was confirmed by the tenancy agreement submitted into evidence. The tenancy started on February 1, 2019. Rent in the amount of \$1,150.00 is due on the first day of each month. A security deposit of \$575.00 was paid at the outset of the tenancy.

The Agent testified that a 10 Day Notice was served to the Tenant on May 2, 2019 by posting the notice on the Tenant's door. The 10 Day Notice was submitted into evidence and states that \$1,150.00 was unpaid as due on May 1, 2019. The effective end of tenancy date was stated on the notice as May 12, 2019.

The Agent testified that they have not received any amount of money towards May 2019 or June 2019 rent and are therefore owed a total of \$2,300.00 in unpaid rent.

Analysis

Section 46(4) of the *Act* states that a tenant has 5 days to dispute a 10 Day Notice or pay the rent owing. As stated by rule 7.3 of the *Rules of Procedure*, if a party fails to attend the hearing, the hearing may continue in their absence or the application may be dismissed. Although the Tenant filed to dispute the notice, they did not attend the hearing to present testimony or evidence. As such, I dismiss the Tenant's application to cancel the 10 Day Notice and for an extension of time to dispute the notice.

Section 46(1) of the *Act* states the following:

46 (1) A landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy effective on a date that is not earlier than 10 days after the date the tenant receives the notice.

I accept the testimony of the Agent that no amount of rent has been paid for May or June 2019 and therefore I find that the 10 Day Notice dated May 2, 2019 is valid and was issued in accordance with the *Act*.

Upon review of the 10 Day Notice, I find that it complies with the form and content requirements of Section 52 of the *Act*. Therefore, pursuant to Section 55 of the *Act*, I find that the Landlord is entitled to an Order of Possession and award the Landlord a 2-day Order of Possession.

I also accept the tenancy agreement as evidence which establishes that the Tenant is to pay \$1,150.00 in rent on the first day of each month. As such, I find that the Landlord is entitled to compensation in the amount of \$2,300.00 for unpaid rent.

As the Landlord was successful with their application, pursuant to Section 72 of the *Act*, I award the recovery of the filing fee in the amount of \$100.00, for a total monetary award of \$2,400.00. The Landlord may retain the security deposit towards the amount owing and is therefore granted a Monetary Order in the amount outlined below:

May 2019 rent	\$1,150.00
---------------	------------

June 2019 rent	\$1,150.00
Recovery of filing fee	\$100.00
<i>Less Security deposit</i>	<i>(\$575.00)</i>
Total owing to Landlord	\$1,825.00

Regarding the Tenant's application for an order for services or facilities to be provided, as the Tenant did not attend the hearing based on their application and the Agent attended the hearing ready to proceed, I dismiss the Tenant's application in its entirety, without leave to reapply.

Conclusion

The Tenant's Application for Dispute Resolution is dismissed, without leave to reapply.

Pursuant to Section 55 of the *Act*, I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenant. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to Sections 67 and 72 of the *Act*, I grant the Landlord a **Monetary Order** in the amount of **\$1,825.00** for rent owed for May and June 2019, as well as the recovery of the filing fee paid for this application. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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 *Residential Tenancy Act*.

Dated: June 28, 2019

Residential Tenancy Branch