



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER NATIVE HOUSING SOCIETY
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.

Both parties attended the hearing via conference call and provided testimony. The landlord's agent (the landlord) stated the tenant was served with the notice of hearing package via Canada Post on June 11, 2019. The tenant confirmed receipt of this package. The landlord also stated that the submitted documentary evidence was served to the tenant via Canada Post Registered Mail on July 11, 2019. The tenant disputed this claim stating that no documentary evidence was received from the landlord in July 2019. The landlord was unable to provide any further details of service or any proof of service. The tenant confirmed that no documentary evidence was submitted by her. Neither party raised any further service issues. I accept the testimony of both parties and find that the tenant was properly served with the notice of hearing package via Canada Post on June 11, 2019 as confirmed by the tenant. On the landlord's documentary evidence package, I find that as the tenant has disputed receipt of this and the landlord was not able to provide any further details or any proof of service of these documents, the landlord's documentary evidence is excluded from consideration in this hearing for lack of service. Both parties were advised that the hearing shall proceed strictly on the direct testimony of both parties.

During the hearing the landlord clarified that a monetary claim is no longer being sought as of the date of this hearing there are no rental arrears. At the conclusion of the hearing the tenant's contact information was clarified as the landlord has provided his own email address for the tenant. Both parties confirmed that the tenant was not using the landlord's email address and as such both parties confirmed removal of this email from the tenant's contact information on the Residential Tenancy Branch File.

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 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.

The landlord stated that the tenancy began on September 1, 1994 on a month-to-month basis based upon a signed tenancy agreement dated June 16, 1998. The tenant provided no response to this claim. The landlord was unable to provide any clarifying evidence. The landlord stated that the monthly rent in 2019 is \$315.00 payable on the 1st day of each month. The tenant confirmed these details.

The landlord seeks an order of possession for unpaid rent of \$1,260.00 that was due on May 1, 2019. The tenant confirmed that this amount was owed and was not paid when due. Both parties confirmed that subsequent rental payments were made that as of the date of this hearing resulted in no rental arrears.

The landlord stated that the 10 Day Notice dated May 23, 2019 was served to the tenant on May 23, 2019 by "taping it to the door". Both parties agreed that the 10 Day Notice stated that the tenant failed to pay rent of \$1,260.00 that was due on May 1, 2019 and provides for an effective end of tenancy date of June 5, 2019.

The tenant provided direct testimony that "I was not able to pay" on time, but that rent was later paid in full. The tenant stated that she has been a resident for approximately 20 years.

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 testimony of both parties and find that the landlord did serve the tenant with the 10 Day Notice dated May 23, 2019 by posting it to the rental unit door by “taping it” to the door.

Both parties confirmed that the tenant was in rental arrears of \$1,260.00 that was due on May 1, 2019. Both parties confirmed that monthly rent was due on the 1st day of each month.

As such, I find based on the direct testimony of both the landlord and the tenant that the landlord has established a claim for unpaid rent of \$1,260.00 that was due on May 1, 2019 as per the 10 Day Notice dated May 23, 2019. The landlord is granted an order of possession to be effective 2 days after upon the tenant being served as the effective end of tenancy date has now passed.

The landlord having been successful 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 \$100.00.

These orders must be served upon the tenant. Should the tenant fail to comply with the order, the order 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: July 22, 2019

Residential Tenancy Branch