



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes OPR, MNR, FF, CNR

Introduction

This hearing dealt with applications from both the landlord and the tenants under the *Residential Tenancy Act* (the *Act*). The landlord applied 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 tenant applied for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46.

The landlord's agent (the landlord) attended the hearing via conference call and provided testimony. The landlord's agent clarified that her company was retained to act as agent for the owners as listed on the application for dispute. The landlord's agent requested that the application be amended to reflect the actual named landlord as per the signed tenancy agreement. As such, the landlord's application shall be amended renaming the owners as the landlord.

This hearing was scheduled for 11:00am on this date. The tenant did not attend. After waiting 9 minutes past the start of the scheduled hearing time, the hearing began.

The landlord stated that the tenant was served with the notice of hearing package via Canada Post Registered Mail on May 15, 2019 and provided the Canada Post

Customer Receipt Tracking Number as confirmation(noted on the cover of this decision). The landlord stated that an online review shows that the tenant's girlfriend signed for the package on May 16, 2019. The landlord also stated that the submitted documentary evidence was served to the tenant via Canada Post Registered Mail on May 27, 2019 and has provided the Canada Post Customer Receipt Tracking Number in her direct testimony as confirmation (noted on the cover of this decision).

The landlord confirmed receipt of the tenant's application for dispute to cancel the landlord's 10 Day Notice dated May 2, 2019.

I accept the undisputed testimony of the landlord and find that both parties have been sufficiently served with the notice of hearing package(s) and the submitted documentary evidence as per section 90 of the Act.

As the tenant has failed to attend and present, make submission and refer to evidence regarding the tenant's application for dispute, the tenant's application is dismissed without leave to reapply. The hearing shall proceed on the landlord's application.

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 both the tenant's claim and the landlord's cross claim and my findings around each are set out below.

This tenancy began on January 16, 2019 on a fixed term tenancy ending on February 20, 2020 and then thereafter on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated January 15, 2019 which includes a 19 part addendum. The monthly rent is \$2,150.00 payable on the 1st day of each month and a security deposit of \$1,075.00 was paid on January 16, 2019.

The landlord stated that the tenant was served with a 10 Day Notice dated May 2, 2019 by posting it to the rental unit door on May 2, 2019. The 10 Day Notice states that the

tenant failed to pay rent of \$2,150.00 that was due on May 1, 2019 and provides for an effective end of tenancy date of May 12, 2019.

The landlord provided testimony stating that since the 10 Day Notice was served no rent has been paid as of the date of this hearing and the tenant still resides at the rental unit. The landlord confirmed that the last confirmed siting of the tenant occupying the rental unit was 14th of June 2019. The landlord requested the additional monetary claim for unpaid rent of \$2,150 for June 2019.

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.

In this case, I accept the undisputed evidence of the landlord and find that the tenant was properly served with the 10 Day Notice dated May 2, 2019 by posting it to the rental unit door. I also accept the undisputed testimony of the landlord in which no rent has been paid by the tenant as of the date of this scheduled hearing and that the tenant still occupies the rental unit. As such, the landlord has established a right to an order of possession to be effective 2 days after it is served upon the tenant.

As for the monetary claim, I find that the landlord having provided undisputed evidence that no rent was paid for May 2019 of \$2,150.00 and that the tenant still occupies the rental space as last confirmed on June 14, 2019, that unpaid rent is confirmed at \$4,300.00.

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 \$4,400.00.

These orders must be served upon the tenant. Should the tenant fail to comply with the orders, the 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: June 20, 2019

Residential Tenancy Branch