



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FFL

Introduction

This hearing was convened as a result of the landlords' application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlords applied for an order of possession pursuant to a 10 Day Notice to End Tenancy for Unpaid Rent ("Notice"), a monetary order for unpaid rent, and for recovery of the filing fee paid for this application.

The listed landlord attended the telephone conference call hearing; the tenant did not attend.

The landlord testified that she served the tenant with their Application for Dispute Resolution and Notice of Hearing by personal service on or about July 6, 2019.

Based upon the submissions of the landlord, I accept the tenant was served notice of this hearing and the landlord's application in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenant's absence.

The hearing process was explained to the landlord and she was given an opportunity to ask questions about the hearing process. Thereafter, the landlord was provided the opportunity to present her evidence orally and to refer to relevant evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (the "Rules"); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the landlord entitled to an order of possession of the rental unit, a monetary order for unpaid rent, and recovery of the filing fee?

Background and Evidence

The landlord said there was no written tenancy agreement with this tenancy; however, the landlord testified that the tenancy began in December 2016 and that monthly rent was \$600.00. The landlord submitted that the tenant did not pay a security deposit.

The landlord said that she served the tenant with the Notice on June 13, 2019, by personal service. The landlord submitted a copy of the Notice which listed unpaid rent of \$600.00 owed as of June 1, 2019. The effective vacancy date listed on the Notice was July 15, 2019.

The landlord stated that the tenant has not paid any monthly rent since the issuance of the Notice, which includes the months of July, August, and September, 2019.

I have no evidence before me that the tenant applied to dispute the Notice.

Analysis

After reviewing the relevant evidence, I provide the following findings, based upon a balance of probabilities:

Under section 26 of the Act, a tenant is required to pay rent in accordance with the terms of the tenancy agreement and is not permitted to withhold rent without the legal right to do so.

When a tenant fails to pay rent due pursuant to the terms of the tenancy agreement, the landlord may serve the tenant a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, as was the case here.

The Notice sets out for the benefit of the tenant that the Notice would be cancelled if the rent was paid within five (5) days. The Notice also explained that alternatively the tenant had five days to dispute the Notice by making an application for dispute resolution.

I find the landlords submitted sufficient, unopposed evidence to prove that the tenant was served the Notice, owed the rent listed, did not pay the outstanding rent or file an application for dispute resolution in dispute of the Notice within five days of service.

I therefore find the tenant is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice, in this case, July 15, 2019.

I therefore find that the landlords are entitled to an order of possession for the rental unit pursuant to section 55(2) of the Act, effective two days after service of the order upon the tenant.

As such, I grant the landlords a final, legally binding order of possession for the rental unit. Should the tenant fail to vacate the rental unit pursuant to the terms of the order after being served, the order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

As to the landlords' monetary claim, as I have found the tenant owed the monthly rent for June 2019 and did not pay, I grant the landlords' monetary claim of unpaid rent of \$600.00. I grant the landlords a monetary award in this amount, pursuant to section 67 of the Act.

I grant the landlords recovery of their filing fee of \$100.00, pursuant to section 72(1) of the Act.

Due to the above, I find the landlords are entitled to a total monetary award of \$700.00, comprised of outstanding rent of \$600.00 through June 2019 and the \$100.00 filing fee paid by the landlords for this application.

I grant the landlords a monetary order for the amount of their monetary award \$700.00.

Should the tenant fail to pay the landlords this amount without delay after being served the order, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. The tenant is advised that costs of such enforcement are recoverable from the tenant.

Conclusion

The landlords' application for an order of possession for the rental unit and a monetary order for unpaid rent has been granted.

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: September 3, 2019

Residential Tenancy Branch