



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, FF, CNR, PSF

### 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 his 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;
- an order to the landlord to provide services or facilities required by law pursuant to section 65.

The landlord attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend. The landlord stated that he served the tenant with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on September 20, 2019 and has submitted a copy of the Canada Post Registered Mail Receipt and tracking labels. The landlord also stated that he was served with the tenant's notice of hearing package via Canada Post Registered Mail and was aware and prepared to speak to the tenant's claims.

This matter was set for a conference call hearing at 11:00 a.m. on this date. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of

Hearing. I also confirmed from the teleconference system that I was the only person who had called into this teleconference.

I waited until 11 minutes past the start of the scheduled hearing time in order to enable both parties to connect with this teleconference hearing.

Rule 7 of the Rules of Procedure provides that:

**7.1 Commencement of the dispute resolution hearing**

The dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator.

**7.2 Delay in the start of a hearing**

In the event of a delay of a start of a conference call hearing, each party must stay available on the line to commence the hearing for 30 minutes after the time scheduled for the start of the hearing.

In the event of a delay of a face-to-face hearing, unless otherwise advised, the parties must remain available to commence the hearing at the hearing location for 30 minutes after the time scheduled for the start of the hearing.

**7.3 Consequences of not attending the hearing**

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

**7.4 Evidence must be presented**

Evidence must be presented by the party who submitted it, or by the party's agent.

If a party or their agent does not attend the hearing to present evidence, any written submissions supplied may or may not be considered.

Accordingly, in the absence of any evidence or submissions from the tenant and in the absence of the tenant's participation in this hearing, the tenant's application dismissed without leave to reapply at 11:26 am. I make no findings on the merits of the matter.

The hearing proceeded on the landlord's application only.

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.

The landlord submitted a copy of a partially completed tenancy agreement signed by both parties on December 20, 2017. It states in part that monthly rent was \$525.00 payable on the 1st day of each month and this is a month-to-month tenancy. A security deposit of \$262.50 was paid.

The landlord provided undisputed affirmed testimony that a notice of rent increase was issued on December 31, 2018 increasing the rent from \$525.00 to \$546.00 by \$21.00 that would commence on April 1, 2019.

The landlord confirmed that the tenant was served with the 10 Day Notice for Unpaid Rent dated September 3, 2019 by posting it to the rental unit door on September 3, 2019. The 10 Day Notice states that the tenant failed to pay rent of \$546.00 that was due on September 1, 2019 and provides for an effective end of tenancy date of September 14, 2019. The landlord submitted a copy of a completed proof of service document that a witness, S.G. was present when the notice was posted to the rental unit door on September 3, 2019.

The landlord provided undisputed affirmed testimony that since the 10 Day Notice dated September 3, 2019 was served, no rent has been paid and as of the date of this hearing, the tenant is in rental arrears for October 2019 of \$546.00 and November 2019 of \$546.00 as she still occupies the rental unit.

### 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, the landlord provided undisputed affirmed evidence that the landlord served the tenant with the 10 Day Notice dated September 3, 2019 by posting it to the rental unit door. The landlord also confirmed the contents of the 10 Day Notice that it states that the tenant failed to pay rent of \$546.00 that was due on September 1, 2019. The landlord provided undisputed affirmed evidence that a notice of rent increase was issued on December 31, 2018 to begin on April 1, 2019 of a rent increase from \$525.00 to \$546.00.

I accept the undisputed affirmed evidence of the landlord and find that the tenant was properly served with the 10 Day Notice dated September 3, 2019 and that no rent has been paid by the tenant since the issuance of this notice. I also accept the undisputed evidence that the tenant still occupies the rental unit and that the landlord has suffered a loss of rent for October 2019 and November 2019 of \$546.00 per month.

On the above noted basis, I find that the landlord has established a claim for an order of possession and a monetary claim for unpaid rent. The landlord is granted an order of possession to be effective 2 days after it is served as the effective end of tenancy date has now passed.

On the landlord's monetary claim for \$546.00 of unpaid rent for September 2019, I find that the landlord has been successful. I also order that as the tenant still occupies the rental unit and has not paid any rent, the landlord is also entitled to loss of rent of \$546.00 for October 2019 and \$546.00 for November 2019.

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 \$1,738.00.

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 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: November 18, 2019

---

Residential Tenancy Branch