



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 1147058 B.C. LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

OPRM-DR, MNR

### Introduction

This hearing was initiated by way of a Direct Request Proceeding but was reconvened as a participatory hearing, as the Adjudicator considering the matter had insufficient evidence to conclude that the Ten Day Notice to End Tenancy was properly served on the Tenants.

A hearing was convened on November 15, 2019 to consider the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, and to recover the fee for filing this Application for Dispute Resolution.

The hearing on November 15, 2019 was adjourned for reasons outlined in my interim decision of November 15, 2019.

The hearing was reconvened on January 10, 2020 and was concluded on that date.

The Tenants did not attend the hearing on January 10, 2020 in accordance with the notice of the reconvened hearing that was email to the email address provided by the Tenants at the hearing on November 15, 2019. I am satisfied that the Tenants knew about, or should have known about, this hearing, and the hearing proceeded in their absence.

As outlined in my interim decision, I am satisfied that the Tenants received the Dispute Resolution Package and the evidence submitted by the Landlord to the Residential Tenancy Branch in October of 2019. This evidence was, therefore, accepted as evidence for these proceedings.

At the hearing on January 10, 2020 the parties in attendance at the hearing were provided with the opportunity to present relevant oral evidence and to relevant submissions to me. These parties also affirmed that they would tell the truth, the whole truth, and nothing but the truth at these proceedings.

#### Preliminary Matter

At the hearing on January 10, 2020 the Agent for the Landlord applied to amend the Application for Dispute Resolution to include unpaid rent from November of 2019, December of 2019, and January of 2020. I find that it was reasonable for the Tenants to conclude that the Landlord is seeking to recover all of the rent that is currently due, including unpaid rent that has accrued since the Application for Dispute Resolution was filed. I therefore grant the application to amend the monetary claim to include all rent that is currently due.

#### Issue(s) to be Decided

Is the Landlord is entitled to an Order of Possession for unpaid rent; to a monetary Order for unpaid rent; and to recover the fee for filing this application for Dispute Resolution?

#### Background and Evidence

The Agent for the Landlord stated that this tenancy began on June 12, 2019 and that the Tenants were required to pay monthly rent of \$1,150.00 by the first day of each month. He stated that rent was reduced by \$100.00 per month in exchange for cutting the grass and mowing the lawn. He stated that this rent reduction ceased in January of 2020, as the Landlord terminated that employment agreement.

The Agent for the Landlord stated that a Ten Day Notice to End Tenancy for unpaid rent, which had an effective date of August 17, 2019, was personally served to a female at the rental unit. He stated that this female was an adult who was, at the time of service, living in the rental unit. At the hearing on November 15, 2019, the Tenants acknowledged that they had received this Notice to End Tenancy in the evidence package served for these proceedings.

The Agent for the Landlord stated that the Tenants have not paid rent in the following amounts:

- June of 2019 - \$525.00
- July of 2019 - \$1,050.00
- August of 2019 - \$1,050.00
- September of 2019 - \$1,050.00
- October of 2019 - \$1,050.00
- November of 2019 - \$1,050.00
- December of 2019 - \$1,050.00
- January of 2020 - \$1,150.00.

The Agent for the Landlord asked that the Order of Possession be effective as soon as possible.

### Analysis

On the basis of the undisputed evidence, I find that the Tenants were obligated to pay monthly rent of \$1,050.00 for the period between June 01, 2019 and December 31, 2019 and to pay monthly rent of \$1,150.00 for January of 2020.

On the basis of the undisputed evidence, I find that the Tenants still owe \$6,825.00 in rent for the period between June 01, 2019 and December 31, 2019. As the Tenant occupied the rental unit during that period and they have submitted no evidence to suggest they had the right to withhold rent, I find that they must pay the Landlord \$6,825.00.

Section 46(1) of the *Residential Tenancy Act (Act)* authorizes a landlord to end a tenancy if rent is not paid when it is due, by providing proper notice to the tenant.

On the basis of the undisputed evidence, I find that a Ten Day Notice for Unpaid Rent, dated August 07, 2019, was personally served to an adult female who, at the time of service, was residing in the rental unit. I therefore find that this Notice has been served to the Tenants in accordance with section 88(e) of the *Act*.

Even if the Tenants did not receive the Ten Day Notice for Unpaid Rent that was served to the aforementioned female on August 07, 2019, I am satisfied that they were sufficiently served with this Notice, pursuant to section 71(2)(b) of the *Act*. I find it was sufficiently served to the on November 11, 2019, as noted in my interim decision of November 15, 2019, when they located it on their door.

As the Tenants have not paid all of the rent that is due and they have been properly served with the Ten Day Notice to End Tenancy, dated August 07, 2019, I find that the Landlord has the right to end this tenancy in accordance with section 46(1) of the *Act*. I therefore grant the Landlord's application for an Order of Possession.

As the Landlord has requested an Order of Possession with an early effective date and the Tenants have not paid rent for several months, I find it reasonable to make the Order of Possession effective on January 15, 2020.

As the Tenants will only have the legal right to occupy the rental unit until January 15, 2020, I find that they are only obligated to pay rent of \$575.00 for this month.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

### Conclusion

**The Landlord is granted an Order of Possession that is effective at 1:00 p.m. on January 15, 2020. This Order may be served on the Tenants, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.**

The Landlord has established a monetary claim, in the amount of \$7,500.00, which includes 7,400.00 in unpaid rent and \$100.00 for the filing fee. **Based on these determinations, I grant the Landlord a monetary Order for the amount of \$7,500.00.** In the event that the Tenants do not comply with this Order, it may be served on the Tenants, filed with the Province of British Columbia Small Claims 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: January 10, 2020

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Residential Tenancy Branch