



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFL OPRM-DR**

Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- - A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* (“*Regulation*”) or tenancy agreement pursuant to section 67 of the *Act*;
 - An order for possession under a 10-Day Notice to End Tenancy for Unpaid Rent (“Ten-Day Notice”) pursuant to sections 46 and 55;
 - Authorization to recover the filing fee for this application pursuant to section 72.

I conducted this hearing by teleconference. The landlord’s agent EB appeared for the landlord (“the landlord”).

The landlord provided affirmed testimony. The hearing process was explained, and both parties had an opportunity to ask questions. The landlord made submissions as well as presented oral and written evidence.

The tenant did not attend the hearing. I kept the teleconference line open from the time the hearing was scheduled for fifteen minutes to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenants had been provided.

The landlord’s agent EB testified he personally served the tenant with the Application for Dispute Resolution and supporting documents pursuant to section 89 of the *Act* on

February 27, 2020. The landlord submitted a witnessed Proof of Service in the RTB form.

Pursuant to sections 89, I find the landlord served the tenant on February 27, 2019.

Issue(s) to be Decided

Is the landlord entitled to an order of possession pursuant to sections 46 and 55?

Is the landlord entitled to a monetary order pursuant to section 67?

Is the landlord entitled to reimbursement of the filing fee pursuant to section 72?

Background and Evidence

The landlord testified that the tenancy began in May 2019 and the tenant is still occupying the unit. The landlord testified that the tenant has never paid rent. There was no signed residential tenancy agreement. Rent is currently \$750.00 a month payable on the first of the month. The landlord claimed outstanding rent of \$6,000.00 for eight months commencing August 1, 2019 to March 31, 2020. The landlord stated that the claim for outstanding rent reflected in the monetary order worksheet included unaccrued rent for April 2020; accordingly the landlord reduced the amount of outstanding rent requested to \$6,000.00.

The landlord testified the tenant has not paid a security deposit.

The landlord issued the Ten-Day Notice which the landlord testified the agent EB personally served by posting on November 26, 2019 thereby affecting service under section 90 on November 29, 2019.

The landlord submitted as evidence a copy of the Ten-Day Notice with an effective vacancy date of December 6, 2019, corrected to December 9, 2019. The Notice required the tenant to pay the rent and utilities to the landlord or file an Application for Dispute Resolution within five days.

The landlord testified the tenant did not pay the rent owing or file an Application for Dispute Resolution within five days. The landlord testified the tenants have made no payments on rent that a balance remains owing of \$6,000.00.

The landlord provided uncontradicted testimony that rent is owing in the amount of \$6,000.00 from August 1, 2019 to March 31, 2020.

The landlord requested a monetary order for outstanding rent of \$6,000.00 and reimbursement of the filing fee of \$100.00.

The landlord requested an order of possession effective two days after service.

A summary of the landlord's claim follows:

ITEM	AMOUNT
Rent outstanding for 9 months from August 1, 2019 to March 31, 2020, \$750.00 monthly x 8	\$6,000.00
Reimbursement of the filing fee	\$100.00
Total Monetary Award Requested	\$ 6,100.00

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Analysis

I have reviewed all documentary evidence and testimony.

I find the form and content of the Ten-Day Notice complies with section 52 of the Act.

I find the tenant was served with the Ten-Day Notice in accordance with sections 88 and 90 of the Act.

I find the tenant did not pay the overdue rent or dispute the Ten-Day Notice within the five-day period following service.

Therefore, pursuant to section 46(5), the tenant is conclusively presumed to have accepted the tenancy ends on the effective date of the notice of December 9, 2019 requiring the tenant to vacate the rental unit by that date.

As the tenant continued to occupy the unit, I find the landlord is entitled to an order of possession under section 46, effective two days after service.

Based on the uncontradicted evidence of the landlord, I find the landlord is entitled to a monetary order pursuant to section 67 in the amount of \$6,000 for unpaid rent. I award the landlord reimbursement of the \$100.00 filing fee.

A summary of my monetary finding follows:

ITEM	AMOUNT
Rent outstanding for 9 months from August 2019 to March 31, 2020, \$750.00 monthly x 8	\$6,000.00
Reimbursement of the filing fee	\$100.00
Total Monetary Award Requested	\$6,100.00

Conclusion

I grant a monetary order to the landlord in the amount of **\$6,100.00**.

This order must be served on the tenant. If the tenant fails to comply with this order, the landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

I also grant the landlord an order of possession effective two days after service on the tenants.

This order must be served on the tenant. If the tenant fails to comply with this order, the landlord may file the order with the Supreme Court of British Columbia to be 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: March 20, 2020

Residential Tenancy Branch