



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPRM-DR, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) 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 their filing fee for this application from the tenant pursuant to section 72.

The landlord's agent (the landlords) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlords stated that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on January 7, 2020 and has provided in his direct testimony the Canada Post Customer Receipt Tracking Number (noted on the cover of this decision) as confirmation. The landlord further stated that a review of the online tracking system shows that the tenant refused the package and it was returned to the landlord. The landlord stated that he has the "refused" package now in his possession.

I accept the undisputed affirmed evidence of the landlord and find that the tenant was properly served as per sections 88 and 89 of the Act. Although the tenant failed to attend, I find that the tenant is deemed sufficiently served as per section 90 of the Act.

### Issue(s) to be Decided

Are the landlords entitled to an order of possession for unpaid rent<sup>1</sup>?

Are the landlords 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 applicant's claim and my findings are set out below.

This tenancy began on July 27, 2019 on a fixed term tenancy until August 1, 2020 and then thereafter on a month-to-month or another fixed term basis as per the signed tenancy agreement dated July 27, 2019. The monthly rent is \$1,200.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$600.00 and a pet damage deposit of \$500.00 were paid.

The landlords seek an order of possession and a monetary order for unpaid rent of \$1,200.00 and recovery of the \$100.00 filing fee.

The landlords stated that the tenant was served with a 10 Day Notice for Unpaid Rent (the 10 Day Notice) dated December 6, 2019 in person at the rental unit to the landlord's mother on December 6, 2019. The landlord stated the tenant's mother and her boyfriend had began occupying the rental unit without any notice from the tenant. The landlord has submitted copies of text messages which states that the tenant's mother, N.H. identifying herself as the tenant's mother and that she has moved into the rental unit.

The 10 Day Notice states in part that the tenant failed to pay rent of \$1,200.00 that was due on December 1, 2019 and provides for an effective end of tenancy date of December 16, 2019.

The landlord also noted that since the 10 Day Notice was served no rent has been paid as of the date of this hearing. The landlord stated that currently the tenant still occupies the rental unit and no rent has been paid for a total of 4 months at \$1,200.00 per month.

### 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 affirmed evidence of the landlords that the tenant was served with the 10 Day Notice dated December 6, 2019 by giving it to the tenant's

mother, N.H. an occupant on December 6, 2019. I also accept the undisputed affirmed evidence of the landlords that the tenant has failed to pay any rent as of the date of this hearing and that the tenant still occupies the rental unit. On this basis, I find that the landlords have established a claim for an order of possession. The 10 Day Notice dated December 6, 2019 is upheld and the landlords are granted an order of possession to be effective 2 days after it is served upon the tenant.

As for the landlords' monetary claim I find based upon the undisputed affirmed evidence that the tenant has failed to pay rent as claimed for \$1,200.00 for the month of December and still occupy the rental unit as of the date of this hearing. As such, I find that the landlords are also entitled to compensation for the loss of rental income for 3 months at \$1,200.00 per month.

The landlords have established a monetary claim for \$4,800.00. The landlords having been successful are also entitled to recovery of the \$100.00 filing fee.

### Conclusion

The landlords are granted an order of possession.

The landlords are granted a monetary order for \$4,900.00.

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: March 03, 2020

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Residential Tenancy Branch