



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPRM-DR, FFL

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 and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover his filing fee for this application from the tenants pursuant to section 72.

The tenant did not attend this hearing, although I waited until 11:10 a.m. in order to enable them to connect with this teleconference hearing scheduled for 11:00 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord gave written evidence and sworn oral testimony that copies of the landlord's dispute resolution hearing package was sent to the tenant by registered mail on January 28, 2020. The landlord entered into written evidence copies of the returned envelopes, including the Canada Post Tracking Numbers, showing that her hearing package sent to the tenant by Registered Mail was unclaimed by the tenant and returned to her on February 19, 2020. I am satisfied that the landlord acted accordance with sections 89 of the *Act*, the hearing proceeded and completed in the absence of the tenant.

At the outset of the hearing the landlord advised that she took possession of the unit on February 23, 2020 and no longer requires an order of possession as the tenant has abandoned the suite, accordingly; I dismiss that portion of the landlord's application.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The tenancy began on or about October 1, 2019. Rent in the amount of \$1900.00 is payable in advance on the first day of each month. No security deposit was provided. The tenant failed to pay rent in the month(s) of November and December, and on January 4, 2020 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of February and March. The landlord advised that the tenant made some partial payments but as of today the tenant owes \$3800.00 in unpaid rent.

Analysis

The tenant failed to pay their rent in full within five days of being deemed to have received the 10 Day Notices. The tenant has not made application pursuant to section 46(4) of the *Act* within five days of being deemed to have received the 10 Day Notice. In accordance with section 46(5) of the *Act*, the tenants' failure to take either of these actions within five days led to the end of their tenancy on the corrected effective date of the notice.

Based on the undisputed evidence provided by the landlord, I am satisfied that the tenant continues to owe the landlord unpaid rent. I find that the landlord is entitled to the \$3800.00 in unpaid rent and the recovery of the \$100.00 filing fee for a total award of \$3900.00.

Conclusion

The landlord has established a claim of \$3900.00. I grant the landlord an order under section 67 for the balance due of \$3900.00. This order may be filed in the 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: March 31, 2020

Residential Tenancy Branch