



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WALL STREET HOLDINGS C/O: PACIFIC QUORUM  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, 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 its filing fee for this application from the tenant pursuant to section 72.

The landlord's agent (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on March 20, 2020. The landlord provided the Canada Post Customer Receipt Tracking number (noted on the cover of this decision) in his direct testimony as confirmation of service. I accept the undisputed affirmed testimony of the landlord and find that the tenant was properly served as per sections 88 and 89 of the Act. Although the tenant did not attend and participate in the conference call, the tenant is deemed sufficiently served as per section 90 of the Act.

### 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 applicant's claim and my findings are set out below.

The landlord stated that is no signed tenancy agreement, but that the tenant's monthly rent is \$932.75 and is payable on the 1<sup>st</sup> day of each month.

The landlord claims that the tenant was served with the 10 Day Notice dated February 12, 2020 by posting it on the rental unit door on February 12, 2020. The landlord submitted a copy of a completed proof of service document which confirms the 10 Day Notice was posted on February 12, 2020 with a witness. The 10 Day Notice states in part that the tenant failed to pay rent of \$785.25 that was due on February 1, 2020 and shows that the effective end of tenancy date is February 24, 2020.

The landlord seeks an order of possession and a clarified monetary claim of \$2,808.25 for unpaid rent and bank charges which consists of:

\$785.25	Carry Over, February Rent
\$932.75	Unpaid Rent, February 2020
-\$200.00	Partial Payment, February 2020
\$52.50	Bank NSF Charge, January 2020
\$52.50	Bank NSF Charge, February 2020
\$932.75	Unpaid Rent, March 2020
\$52.50	Bank NSF Charge, March 2020
\$932.75	Unpaid Rent, April 2020
\$52.50	Bank NSF Charge, April 2020
\$2,808.25	Total Owed

The landlord provided undisputed affirmed testimony that the tenant's rent payment are made on a monthly automatic payment of \$932.75. The tenant had a \$52.50 Bank NSF charge for January 2020 when the tenant was issued the 10 Day Notice dated February 12, 2020. A partial payment of \$200.00 was made by the tenant for February. The landlord confirmed that since the 10 Day Notice was issued, no rent payments have been made as each automatic rent payment was reversed by the bank as NSF and the landlord charged the \$52.50 on each occasion as of the date of this hearing.

### 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.

I accept the undisputed affirmed evidence of the landlord and find that the tenant was properly served with the 10 Day Notice dated February 12, 2020 by posting it to the rental unit door as confirmed in the submitted copy of the completed Proof of Service document.

I find that although a partial payment of \$200.00 was received, the tenant continues to occupy the rental unit and has made no effort to make any rent payments as of the date of this hearing. I also find that as such, the landlord has incurred additional bank NSF charge(s) of \$52.50 on each occasion of the automatic bank payment. On this basis, the landlord has established a claim for an order of possession for unpaid rent.

I also find that the landlord has provided sufficient evidence to satisfy me that unpaid rent continues and as of the date of this hearing, the tenant is in arrears totalling, \$2,808.25 which includes the unpaid rent and accumulated bank NSF charge(s). 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 \$2,908.25.

These orders must be served upon the tenant. Should the tenant fail to comply with these 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: April 23, 2020

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Residential Tenancy Branch