



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPREIT LIMITED PARTNERSHIP  
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 provided affirmed testimony that the tenant was served with the notice of hearing package via Canada Post Registered Mail on April 17, 2020 and has submitted a copy of the Canada Post Customer Receipt and tracking label as confirmation. The landlord also stated that prior to the hearing date the tenant had contacted the landlord asking questions about the landlord's notice of hearing package and the scheduled hearing.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession?

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.

This tenancy began on January 1, 2019 on a fixed term ending on December 31, 2019 and then thereafter on a month-to-month basis as per the submitted copy of the signed tenancy agreement. The monthly rent is \$2,320.00 payable on the 1<sup>st</sup> day of each month.

The landlord seeks an order of possession and a monetary order for unpaid rent of \$3,460.96.

The landlord provided affirmed testimony that the tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) dated March 2, 2020 on March 1, 2020 by posting it to the rental unit door. The 10 Day Notice states that the tenant failed to pay rent of \$4,960.96 which was due on March 1, 2020.

The landlord stated that the tenant was in rental arrears of \$2,580.64 as of the end February 2020. The tenant made a partial rent payment of \$1,000.00 online for which a written notice in receipt of the payment for “use and occupancy only” was given. The tenant failed to pay rent of \$2,380.32 for March 2020 for which the 10 Day Notice dated March 2, 2020 was issued. The landlord stated that the tenant failed to pay all of the rent for April 2020 of \$2,380.32 but made a partial online payment of \$1,600.00 on April 9, 2020. The landlord issued a written notice in receipt of the online payment for “use and occupancy only” dated April 9, 2020. The landlord stated that the current arrears as of the date of the application is \$3,360.96.

The landlord stated as of the date of this hearing, the tenant still occupies the rental unit and has not made any further rent payments.

### 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 landlord that the tenant was served with the 10 Day Notice dated March 2, 2020 by posting it on the rental unit door. I also accept the undisputed affirmed evidence of the landlord that the tenant is in rental arrears totalling, \$3,360.96 as of the landlord filing the application for dispute. Based upon the undisputed affirmed evidence of the landlord, I find that the landlord has provided sufficient evidence of unpaid rent. The landlord is granted an order of

possession to be effective 2 days after it is served upon the tenant as the effective end of tenancy date has now passed.

On the landlord's monetary claim of \$3,360.96, I find based upon the undisputed affirmed evidence of the landlord that the tenant is in rental arrears for this amount. The landlord has established a claim for unpaid rent.

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 for unpaid rent.  
The landlord is granted a monetary order for \$3,460.96.

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: June 02, 2020

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Residential Tenancy Branch