



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

OPR, MNRL-S, MNDCL-S, FFL

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent or Utilities, a monetary Order for unpaid rent or utilities, a monetary Order for money owed or compensation for damage or loss, to retain all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on April 20, 2020 the Dispute Resolution Package was sent to the Tenant, via registered mail, at the rental unit. The Agent for the Landlord cited a tracking number that corroborates this statement. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however, the Tenant did not appear at the hearing.

As the aforementioned documents were properly served to the Tenant, the hearing proceeded in the absence of the Tenant.

In April of 2020 the Landlord submitted evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was served to the Tenant, via registered mail, with the Dispute Resolution Package. On the basis of the undisputed evidence, I find that the evidence was served to the Tenant and it was accepted as evidence for these proceedings.

The Landlord and the Agent for the Landlord was given the opportunity to present relevant oral evidence and to make relevant submissions. They each affirmed that they would provide the truth, the whole truth, and nothing but the truth at these proceedings.

#### Preliminary Matter #1

During the hearing the Agent for the Landlord withdrew the application for lost revenue from July of 2020.

#### Preliminary Matter #2

The Landlord submitted the first page of a Proof of Service of the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities. The Agent for the Landlord stated that this was an uploading error, and that the Landlord intended to upload both copies of the document.

The Agent for the Landlord stated that both pages of this document were served to the Tenant.

As both pages of the document were served to the Tenant, the Landlord was allowed to upload the second page of this document, which was done prior to the conclusion of the hearing.

#### Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession, to a monetary Order for unpaid rent or unpaid utilities, and to retain all or part of the security deposit?

#### Background and Evidence

The Agent for the Landlord stated that:

- this tenancy began on October 01, 2015;
- the Tenant is currently required to pay monthly rent of \$1,200.00 by the first day of each month;
- the Tenant paid a security deposit of \$600.00;
- the Tenant currently owes \$10,250.00 in rent for the period ending June 30, 2020;

- a Ten Day Notice to End Tenancy for Unpaid Rent, which has a declared effective date of March 06, 2020, was personally served to the Tenant on February 25, 2020;
- the Tenant has not vacated the rental unit.

### Analysis

On the basis of the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$1,200.00 by the first day of each month and that the rent is currently in arrears, in the amount of \$10,250.00. As the Tenant is required to pay rent when it is due, pursuant to section 26(1) of the *Act*, and the Tenant remains in possession of the rental unit, I find that the Tenant must pay \$10,250.00 in outstanding rent to the Landlord.

Section 46(1) of the *Act* entitles landlords to end a tenancy within ten days if rent is not paid when it is due by providing proper written notice. On the basis of the undisputed evidence I find that the Ten Day Notice to End Tenancy, served pursuant to section 46 of the *Act*, was personally served to the Tenant on February 25, 2020.

Section 46 of the *Act* stipulates that a Tenant has five days from the date of receiving the Notice to End Tenancy to either pay the outstanding rent or to file an Application for Dispute Resolution to dispute the Notice. I have no evidence that the Tenant exercised either of these rights and, pursuant to section 46(5) of the *Act*, I find that the Tenant accepted that the tenancy has ended. On this basis I grant the landlord an Order of Possession.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the cost of filing this Application for Dispute Resolution.

### Conclusion

**I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on June 30, 2020.**

It is my understanding that due to the current health crisis in British Columbia, the Supreme Court of British Columbia is not enforcing most Orders of Possession. This does not affect the validity of this Order of Possession. In the event the Tenant is able to safely move out of the rental unit during this health crisis by the effective date of this Order of Possession, the Tenant should do so. The effective date of this Order is

intended to provide the Tenant with a reasonable opportunity to safely secure alternate accommodations.

In the event the Tenant does not vacate the rental unit by the effective date of the Order of Possession, the Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court whenever that Court deems it appropriate.

The Landlord has established a monetary claim, in the amount of \$10,350.00, which includes \$10,250.00 in unpaid rent and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to keep the Tenant's security deposit of \$600.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$9,750.00. In the event the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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 *Act*.

Dated: June 04, 2020

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Residential Tenancy Branch