



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNRL

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.

The landlords and their agent (the landlords) attended the hearing via conference call and provided undisputed affirmed testimony. The tenants did not attend or submit any documentary evidence. The landlords stated that the tenants were served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on July 19, 2020. The landlords provided copies of the Canada Post Receipt and Tracking labels as confirmation of service. I accept the undisputed affirmed evidence of the landlords and find that the tenants were properly served as per sections 88 and 89 of the Act. Despite the tenants not attending, I find that the tenants are deemed served as per section 90 of the Act 5 days later on July 24, 2020.

Issue(s) to be Decided

Are the landlords entitled to an order of possession for unpaid rent?
Are the landlords entitled to a monetary order for unpaid rent?

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 February 1, 2019 on a fixed term tenancy ending on January 31, 2020 as per the submitted copy of the signed tenancy agreement dated January 19, 2019. The monthly rent is \$2,500.00 payable on the 1st day of each month. A security deposit of \$1,250.00 was paid.

The landlord seeks an order of possession and a monetary order for unpaid rent of \$6,413.00 which consists of unpaid rent for:

\$900.00	Unpaid Rent, June 2019
\$1,500.00	Unpaid Rent, July 2019
\$1,200.00	Unpaid Rent, August 2019
-\$800.00	Paid Rent, September 2019
-\$300.00	Paid Rent, October 2019
\$900.00	Unpaid Rent, November 2019
\$1,300.00	Unpaid Rent, December 2019
\$682.00	Unpaid Rent, January 2020
\$900.00	Unpaid Rent, February 2020
\$1,700.00	Unpaid Rent, March 2020
-\$1,569.00	Utilities Credit
\$6,413.00	Total

The landlords provided affirmed testimony that the tenants were served with a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) dated June 29, 2020 in person on June 29, 2020 which states in part that the tenants failed to pay rent of \$6,413.00 that was due on March 15, 2020 and provides for an effective end of tenancy date of July 10, 2020. The landlord has submitted a copy of a completed proof of service document in confirmation of service with a witness.

The landlords stated that the tenants in June 2019 began not paying the monthly rent in full. From June 1, 2019 until March 15, 2020 the tenants owe \$6,413.00 in accumulated unpaid rent. The landlords also clarified that the March 15, 2020 due date on the 10 Day Notice was a clerical error as rent is due on the 1st day of each month as per the signed tenancy agreement. During the hearing the landlords stated that despite

applying a \$1,569.00 Utilities Credit, the tenants have failed to pay their portion (60%) of the entire utility bills. The landlords acknowledged that the tenants are not entitled to this credit and actually owed a higher amount in rental arrears. The landlords confirmed that this was an error on their part when the 10 Day Notice was completed.

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 tenants were served with a 10 Day Notice dated June 29, 2020 which was served in person to the tenants on June 29, 2020 as per the submitted copy of the completed proof of service document. The landlords stated that no rent has been paid since this notice was served. The landlords also clarified that the unpaid rent was for the period June 2019 to March 2020. On this basis, I find that the landlords have established a claim for unpaid rent based upon the 10 Day Notice dated June 29, 2020. The landlords notice is upheld and are granted an order of possession. The Order of Possession shall be effective 2 days after it is served upon the tenants as the effective end of tenancy date from the 10 Day Notice has now passed.

On the landlords' monetary claim, I find based upon the undisputed evidence of the landlords that the tenants have failed to pay rent as claimed from the period June 2019 to March 2020 as detailed above for \$6,413.00. Despite the landlords' error in applying a \$1,569.00 Utilities Credit when only partial utilities have been paid by the tenants. I accept the landlord's undisputed affirmed evidence that the rental arrears are higher than what was applied for. The landlord is granted a monetary order for \$6,413.00.

Conclusion

The landlords are granted an order of possession.

The landlords are granted a monetary order for \$6,413.00.

These orders must be served upon the tenants. Should the tenants fail to comply with these orders, these 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: August 24, 2020

Residential Tenancy Branch