



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding THE BLOOM GROUP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FFL

Introduction

On February 5, 2021, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for an order of possession; for a monetary order for unpaid rent or utilities; and to recover the cost of the filing fee.

The matter was set for a conference call hearing. The Landlords agent (“the Landlord”) attended the teleconference hearing; however, the Tenant did not. The Landlord provided affirmed testimony that the Tenant was served the Notice of Dispute Resolution Proceeding using registered mail sent to the Tenant on March 3, 2021. The Landlord provided a copy of the registered mail receipt and tracking number.

I find that the Tenant has been duly served with the Notice of Dispute Resolution Proceeding in accordance with sections 89 and 90 of the *Act*.

The hearing proceeded and the Landlord was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions at the hearing.

Issues to be Decided

- Is the Landlord entitled to an order of possession due to unpaid rent?
- Is the Landlord entitled to a monetary order to recover unpaid rent?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that the tenancy began on October 1, 2013 and is on a month to month basis. Rent is based on a review of income and assets and was set at \$478.00

in 2016. Rent is to be paid to the Landlord by the first day of each month. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that the Tenant did not pay all the rent owing under the tenancy agreement.

The Landlord testified that the Tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated January 4, 2021 (“the 10 Day Notice”). The Landlord testified that the Tenant was served with the 10 Day Notice by leaving a copy in the mailbox on January 4, 2021.

The 10 Day Notice indicates that the Tenant has failed to pay rent in the amount of \$956.00 which was due on January 1, 2021. The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant has five days to dispute the Notice.

The Landlord testified that the Tenant did not pay the amount of rent owing cited in the 10 Day Notice within five days of receiving the Notice. There is no evidence before me that the Tenant made an application to dispute the 10 Day Notice.

The Landlord is seeking to end the tenancy and wants an order of possession for the rental unit.

The Landlord is also seeking a monetary order for unpaid rent. The Landlord testified that the Tenant owes rent for the following months:

January 2020	\$478.00
February 2020	\$478.00
May 2020	\$478.00
June 2020	\$478.00
July 2020	\$478.00
Amount owing:	\$2,390.00

The Landlord issued a repayment plan to the Tenant dated August 27, 2020. The Landlord testified that he served the repayment plan to the Tenant in person on August 27, 2020 and explained his obligation to make the payments. The repayment schedule is for ten installments to begin on October 1, 2020 and requires the Tenant to pay an additional \$239.00 in rent each month until July 2021 for a total of \$2,390.00. The Landlord provided a copy of the repayment plan.

The Landlord testified that the tenant failed to pay the repayment portions for October 2020; November 2020; December 2020; and January 2021 for a total of \$956.00.

The Landlord seeks a monetary order for the full amount of rental arrears owing of \$2,390.00.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the Tenant was obligated to make the additional rent payments of \$239.00 each month starting October 2020 and ending July 2021.

I find that the Tenant did not pay the rent owing under the tenancy agreement and repayment plan within five days of receiving the 10 Day Notice, and did not apply to dispute the Notice, and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the Landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective two days after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

I find that the Tenant owes the Landlord \$2,390.00 for rent arrears.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$2,490.00 comprised of \$2,390.00 in rent arrears for the above-mentioned months and the \$100.00 fee paid by the Landlord for this hearing.

I grant the Landlord a monetary order in the amount of \$2,490.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Tenant failed to pay the rent due under the tenancy agreement and repayment plan and did not file to dispute the 10 Day Notice. The Tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the Notice.

The Landlord is granted an order of possession effective 2 days after service on the Tenant and I grant a monetary order for the unpaid rent and the cost of the filing fee in the amount of \$2,490.00.

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: May 28, 2021

Residential Tenancy Branch