



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNRL, 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, and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on March 04, 2021 the Dispute Resolution Package and evidence the Landlord submitted to the Residential Tenancy Branch in February of 2021 was sent to the Tenant, via registered mail, at the rental unit. The Landlord submitted Canada Post documentation 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)*.

As the aforementioned documents were properly served to the Tenant, the evidence was accepted as evidence for these proceedings and the hearing proceeded in the absence of the Tenant.

The Landlord was given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The Landlord affirmed that he would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The Landlord was advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. He affirmed he would not record any portion of these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession and to a monetary Order for unpaid rent?

Background and Evidence

The Landlord stated that:

- this tenancy began on January 29, 2020;
- the Tenant agreed to pay monthly rent of \$900.00 by the first day of each month;
- as of February 28, 2021, the rent was overdue by \$11,700.00;
- the Tenant only paid \$140.00 in rent for March of 2021;
- the Tenant paid no rent for April or May of 2021;
- the Landlord would like to amend the Application for Dispute Resolution to include unpaid rent from March, April, and May of 2021;
- a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, which had an effective date of February 16, 2021, was posted on the door of the rental unit on February 06, 2021; and
- the Tenant is still living in 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 \$900.00 by the first day of each month and that the Tenant owes rent/overholding rent of \$14,260.00 for the period ending May 31, 2021.

I find that it was reasonable for the Tenant to conclude that the Landlord is seeking to recover all of the rent that is currently due, including unpaid rent that has accrued since the Application for Dispute Resolution was filed. I therefore grant the application to amend the monetary claim to include all rent that is currently due.

As the Tenant is required to pay rent when it is due, pursuant to section 26(1) of the *Act*, and the Tenant is obligated to pay rent if they remain in possession of the rental unit after the tenancy ends, I find that the Tenant must pay \$14,260.00 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 a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, served pursuant to section 46 of the *Act*, was posted at the rental unit on February 06, 2021.

Section 46(4) 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 therefore find that the Tenant accepted that the tenancy ended in accordance with the Ten Day Notice to End Tenancy. 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 May 31, 2021. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

The Landlord has established a monetary claim, in the amount of \$14,360.000, which includes \$14,260.00 in unpaid rent and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution.

Based on these determinations I grant the Landlord a monetary Order for the \$14,360.00. 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: May 27, 2021

Residential Tenancy Branch