



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1211548 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR-DR, OPRM-DR, FFL

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord seeking an Order of Possession and a monetary order for unpaid rent or utilities, and to recover the filing fee from the tenant for the cost of the application. The application was made by way of the Direct Request process which was considered by an Arbitrator/Adjudicator who provided an Interim Decision which referred the matter to this participatory hearing.

The landlord was represented at the hearing by an agent, who gave affirmed testimony and provided evidentiary material in advance of the hearing. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony, and no one for the tenant joined the call.

The landlord's agent testified that the tenant was served with the Application for Dispute Resolution, Interim Decision and all evidentiary material by registered mail on March 6, 2021 and has provided a Registered Domestic Customer Receipt and Canada Post cash register receipt bearing that date, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act* and Interim Decision.

Issue(s) to be Decided

- Has the landlord established that the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities was given in accordance with the *Residential Tenancy Act*?
- Has the landlord established a monetary claim as against the tenant for unpaid rent?

Background and Evidence

The landlord's agent testified that this tenancy began on August 1, 2019 and a tenancy agreement was entered into by the landlord at the time and the tenant, however the surname of the tenant was not entered onto the agreement. The landlord's agent was not able to obtain the surname from the tenant but was able to obtain it from other sources.

Rent in the amount of \$600.00 per month is payable on the 1st day of each month. At the outset of the tenancy, the landlord at the time collected a security deposit in the amount of \$300.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a small bachelor suite.

The tenant failed to pay rent when it was due in January, 2021 and on January 19, 2021 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities by registered mail. Copies of the 3-page Notice as well as a Registered Domestic Customer Receipt and Canada Post cash register receipt bearing that date have been provided as evidence for this hearing.

The tenant has not paid any rent since the Notice was issued and arrears have now accumulated to \$3,600.00. The landlord's agent believes the tenant has sub-let the rental unit and collects rent from a sub-tenant, without the landlord's consent and without paying any rent to the landlord. The landlord has not been served with an Application for Dispute Resolution by the tenant disputing the Notice.

Analysis

The *Residential Tenancy Act* requires a tenant to pay rent when it is due, and if the tenant fails to do so the landlord may serve a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the Notice). If the tenant fails to pay rent in full or dispute the Notice within 5 days of service, the tenant is conclusively presumed to have accepted the end of the tenancy.

I accept the undisputed testimony of the landlord's agent that the Notice was served on January 19, 2021 by registered mail, which is deemed to have been served 5 days later, or January 24, 2021. The tenant has not paid any rent since the Notice was issued and has not served the landlord with an Application for Dispute Resolution disputing it. I have reviewed the Notice and I find that it is in the approved form and contains information required by the *Act*, and the landlord is entitled to an Order of Possession. Since the effective date of vacancy has passed, I grant the Order of Possession effective on 2 days' notice to the tenant.

I also accept the undisputed testimony of the landlord's agent that the tenant has not paid any rent in 2021, and the landlord has established a claim of \$3,600.00.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$100.00 filing fee.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective on 2 days' notice to the tenant.

I further grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$3,700.00.

This order is final and binding and may be enforced.

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, 2021

Residential Tenancy Branch