



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR  
OPRM-DR, OPR-DR, FFL

### Introduction

This hearing was scheduled to convene at 11:00 a.m. this date by way of conference call concerning applications made by the tenant and by the landlord. The tenant has applied for an order cancelling a notice to end the tenancy for unpaid rent or utilities. The landlord has applied for 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 landlord's application was made by way of the Direct Request process which was referred to this participatory hearing.

An agent for the landlord attended the hearing with the owner of the property. 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. Since the tenant has not joined the call, I dismiss the tenant's application without leave to reapply.

The landlord's agent gave affirmed testimony, and testified that the tenant was served with the Application and other required documentation by registered mail on May 8, 2021 and was permitted to provide proof of such service during the hearing. I now have a Registered Domestic Customer Receipt and a 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*.

All evidence of the landlord relevant to the landlord's application has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

The issues remaining to be decided are:

- Has the landlord established that the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities was issued 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 fixed-term tenancy began on March 15, 2021 and expires on February 28, 2022, and the tenant still lives in the rental unit. Rent in the amount of \$2,000.00 per month is payable on the 1<sup>st</sup> day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$1,000.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a condominium apartment, and a copy of the tenancy agreement has been provided as evidence for this hearing.

The landlord's agent further testified that the tenant failed to pay rent for the month of April, 2021 and the landlord served a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities by posting it to the door of the rental unit on April 25, 2021 and by sending a copy by registered mail on April 26, 2021. A copy of the 3-page Notice has been provided for this hearing, which is dated April 25, 2021 and contains an effective date of vacancy of May 9, 2021 for unpaid rent in the amount of \$2,000.00 that was due on April 1, 2021. The landlord has also provided a Registered Domestic Customer Receipt and Canada Post cash register receipt bearing the date of April 26, 2021. The tenant has not paid any rent since, and arrears have now accumulated to \$6,000.00.

The landlord's agent also testified that the tenant has not served the landlord with the Tenant's Application for Dispute Resolution.

The landlord seeks an Order of Possession and a monetary order in the amount of \$6,100.00 which includes recovery of the \$100.00 filing fee.

### Analysis

The *Residential Tenancy Act* specifies that once served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the Notice), the tenant has 5 days to pay the rent in full or to dispute the Notice. In this case, the tenant disputed the Notice, but failed to attend the hearing. I accept the undisputed testimony of the landlord's agent that the tenant has not paid the rent and arrears have continued to accumulate.

I have reviewed the Notice and I find that it is in the approved form and contains information required by the *Act*. I am satisfied that the landlord has issued the Notice in accordance with the *Residential Tenancy Act*, and having dismissed the tenant's application, I find that 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 is in arrears of rent the sum of \$2,000.00 per month for the months of April, May and June, 2021, and the landlord has established a monetary claim of \$6,000.00 for unpaid rent.

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, the tenant's application is hereby dismissed without leave to reapply.

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 \$6,100.00.

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 03, 2021

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Residential Tenancy Branch