



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR-DR, OPRM-DR, FFL

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;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The landlord attended the hearing via conference call and provided affirmed testimony. The tenants did not attend or submit any documentary evidence.

The landlord was advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

The landlord stated that the tenants were served with the notice of adjournment of a hearing package and the submitted documentary evidence via Canada Post Registered Mail on March 26, 2021. The landlord submitted a copy of the Canada Post Receipt and the Tracking labels as confirmation. I accept the undisputed affirmed evidence of the landlord and find that despite the tenants not attending the hearing, the tenants are deemed sufficiently served as per section 90 of the Act.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for unpaid rent?

Is the landlord entitled to a monetary order for unpaid rent and recovery of the filing fee?

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.

The landlord seeks an order of possession and an amended monetary claim of \$8,975.00 which consists of:

\$8,875.00	Unpaid Rent, 7 months (January-July 2021 at \$1,650.00/Month)
\$100.00	Filing Fee

The landlord provided undisputed affirmed testimony that a 10 Day Notice to End Tenancy dated January 17, 2021 was originally served to the tenants after the tenancy began on January 1, 2021. The landlord stated that he allowed the tenants to move-out without signing a tenancy agreement. The landlord stated the agreed terms of tenancy was a monthly rent of \$1,650.00 payable on the 1st day of each month and a security deposit of \$825.00.

The landlord claims that the tenants after moving in refused to sign the proposed tenancy agreement and did not pay the first months rent nor the security deposit. The landlord claims that after the 10 Day Notice dated January 17, 2021 was served to the tenants, the tenants made several partial rent payments of:

\$700.00	January 1, 2021
\$125.00	January 11, 2021
\$1,000.00	January 18, 2021
\$500.00	February 8, 2021
\$300.00	February 9, 2021
\$400.00	February 11, 2021

The landlord stated that a subsequent 10 Day Notice dated February 18, 2021 was served to the tenants by posting it to the rental unit door on February 18, 2021. That 10 Day Notice sets out an effective end of tenancy date of February 28, 2021 and that the tenants failed to pay rent of \$1,450.00 as shown by the landlord's submitted spreadsheet. The landlord clarified that that 10 Day Notice includes the unpaid security deposit in the total and that actual unpaid rent was \$625.00 with the \$825.00 security deposit still unpaid as of the date of this hearing. The landlord stated that other than the

above noted partial rent payments no further payments have been made by the tenants after the 10 Day Notice dated February 18, 2021.

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 landlord that a 10 Day Notice dated February 18, 2021 was served to the tenants on February 18, 2021. I also accept the landlord's evidence that the 10 Day Notice states that the tenants failed to pay rent of \$1,450.00 which the landlord has clarified consisting of \$625.00 in unpaid rent and an \$825.00 unpaid security deposit. The landlord confirmed in his direct testimony that he has not been served with a tenant's application to dispute this notice. On this basis, I find pursuant to section 55 of the Act that the landlord has provided sufficient evidence to satisfy me that the landlord's notice is in compliance with section 52 of the Act for form and content and the landlord has provided the Arbitrator with sufficient evidence that there is unpaid rent as per the 10 Day Notice. The landlord is granted an order of possession to be effective 2 days after it is served upon the tenants as the effective end of tenancy date has now passed.

I find on a balance of probabilities based upon the landlord's undisputed evidence that the tenant has failed to pay all of the rent owed as per the landlord's submissions that monthly rent is \$1,650.00 and that the tenants has failed to pay full rent for the 7 month period as outlined above. As such, I find that the landlord has established a total monetary claim of \$8,875.00 in unpaid rent.

I also find that the landlord is entitled to recovery of the \$100.00 filing fee.

Conclusion

The landlord is granted an order of possession for unpaid rent.
The landlord is granted a monetary order for \$8,975.00.

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.

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: July 08, 2021

Residential Tenancy Branch