



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR-DR, OPR-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 its filing fee for this application from the tenant pursuant to section 72.

The landlord originally applied via the Direct Request Process, but was adjourned to a participatory hearing due to deficiencies in the particulars provided by the landlord.

The landlord's agent, T.M. (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant 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 tenant was served with the notice of hearing package by posting it to the rental unit door on June 18, 2021. The landlord also stated the submitted documentary evidence was posted to the rental unit door on June 7, 2021. The landlord did not raise any service issues. I accept the undisputed affirmed evidence of the landlord and find that the tenant was sufficiently served as per section 71 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 a monetary order for unpaid rent of \$3,000.00 which consists of:

\$2,900.00	Unpaid Rent, April 2021
\$100.00	Filing Fee

The landlord stated that the tenant was served with a 10 Day Notice for Unpaid Rent (the 10 Day Notice) dated April 23, 2021 by posting it on the rental unit door on April 23, 2021. The 10 Day Notice states that the tenant failed to pay rent of \$2,900.00 that was due on April 1, 2021 and provides for an effective end of tenancy date of May 10, 2021. The landlord referred to a copy of the submitted 10 Day Notice dated April 23, 2021 and a completed proof of service document dated April 23, 2021 which states that the 10 Day Notice was posted to the rental unit door on April 23, 2021 with a witness.

The landlord stated that they recently took control of the rental property in January 2021. The landlord stated that there was no copy of a signed tenancy agreement but stated that the monthly rent was \$650.00 due on the 1st day of each month. The landlord clarified that there was \$950.00 in rental arrears owed to the previous landlord and that the tenant has also failed to pay rent for February, March and April of 2021 at \$650.00 per month.

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.

I accept the undisputed affirmed evidence of the landlord and find that the tenant was properly served with the 10 Day Notice dated April 23, 2021 by posting it to the rental

unit door. The landlord provided undisputed evidence that the tenant did not dispute the 10 Day Notice nor did the tenant pay the rental arrears.

Pursuant to Section 46(5) the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the notice on May 10, 2021. The landlord is granted an order of possession to be effective 2 days after it is served upon the tenant.

On the landlord's monetary claim of \$3,000.00 for unpaid rent of \$2,900.00 and recovery of the \$100.00 filing fee, I find that the landlord has provided undisputed affirmed testimony that the tenant was in rental arrears of \$950.00 when the new landlord took control of the rental property and that the tenant has since failed to pay rent of \$650.00 for each of the 3 months (February, March and April). On this basis, the landlord is granted a monetary order for \$3,000.00.

Conclusion

The landlord is granted an order of possession.

The landlord is granted a monetary order for \$3,000.00.

These orders must be served upon the tenant. Should the tenant fail to comply with these orders, the orders may be filed in the Supreme Court of British Columbia and the Small Claims Division of the Provincial Court of British Columbia and enforced as orders of those Courts.

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 23, 2021

Residential Tenancy Branch