



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding OAK RIVER MANOR APT.
and [tenant name suppressed to protect privacy]

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 June 05, 2021 the Dispute Resolution Package was personally served to the female Tenant, who was in the presence of the male Tenant. On the basis of this undisputed evidence, I find that the female Tenant was served with the Application for Dispute Resolution, pursuant to section 89(2)(a) of the *Residential Tenancy Act (Act)* and the male Tenant was served with the Application for Dispute Resolution, pursuant to section 89(2)(2)(c) of the *Act*.

As the Tenants were properly served with notice of these proceedings, the hearing proceeded in the absence of the Tenants.

On July 14, 2021 the Landlord submitted evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was personally served to the female Tenant on July 14, 2021. On the basis of the undisputed evidence I find that the evidence was served to the Tenants pursuant to sections 88(a) and 88(e) of the *Act*, and it was accepted as evidence for these proceedings.

On October 04, 2021 the Landlord submitted evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was not served to the Tenants. As this

evidence was not served to the Tenants, it was not accepted as evidence for these proceedings.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they 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 September 01, 2013;
- the current monthly rent is \$951.10;
- rent is due by the first day of each month;
- on June 05, 2021 rent of \$751.10 for June of 2021 was overdue;
- on June 05, 2021 the female Tenant was personally served with a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities;
- the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities declared that the rental unit must be vacated by June 15, 2021;
- the Tenants are still living in the rental unit;
- the Tenants did not pay any rent between the period of June 05, 2021 and August 24, 2021;
- on August 25, 2021 the Landlord received two payments totalling \$525.55;
- the Tenants made various payments between August 27, 2021 and September 20, 2021;
- the Tenants did not pay any rent after September 20, 2021;
- the Tenants currently owe rent, in the amount of \$1,303.30, for the period up to and including October 31, 2021; and
- he would like to amend the Application for Dispute Resolution to increase the amount of the claim to \$1,303.10.

Analysis

On the basis of the undisputed evidence, I find that the Tenants entered into a tenancy agreement with the Landlord and that they are currently required to pay rent of \$951.10 by the first day of each month. On the basis of the undisputed evidence, I find that on June 05, 2021 the Tenants still owed rent of \$751.10 in rent for June of 2021.

Section 46(1) of the *Residential Tenancy Act (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 on June 05, 2021 the Landlord served the female Tenant with a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, which declared that the unit must be vacated by June 15, 2021.

Section 46 of the *Act* stipulates that a tenant has five days from the date of receiving the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities to either pay the outstanding rent or to file an Application for Dispute Resolution to dispute the Notice to End Tenancy. On the basis of the undisputed evidence, I find that the Tenants did not pay the outstanding rent of \$751.10 within five days of receiving the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities. I have no evidence that the Tenants filed an Application for Dispute Resolution to dispute the Notice to End Tenancy. I therefore find, pursuant to section 46(5) of the *Act*, that the Tenants accepted that the tenancy ended on June 15, 2021. On this basis I grant the landlord an Order of Possession.

I find that it is reasonable for the Tenants 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 Landlord's application to amend the monetary claim to include all rent that is currently due.

As the Tenants are still occupying the rental unit and the Order of Possession that I am granting does not require them to vacate the unit until October 31, 2021, I find that the Tenants are required to pay rent until October 31, 2021.

On the basis of the Landlord's undisputed testimony that the Tenants currently owe rent, in the amount of \$1,303.30, for the period up to and including October 31, 2021, I find that they must pay that amount to the Landlord.

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 **on October 31, 2021**. This Order may be served on the Tenants, 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 \$1,403.30, which includes \$1,303.30 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 \$1,403.30. In the event that the Tenants do not comply with this Order, it may be served on the Tenants, 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: October 18, 2021

Residential Tenancy Branch