



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Complete Residential Property
Management and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes Tenant: CNC
Landlord: OPR-DR, MNR-DR, FFL

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear two crossed applications regarding a tenancy.

The Tenant applied for an order to cancel a One Month Notice to End Tenancy For Cause, dated June 24, 2021 (the One Month Notice).

The Landlord applied for:

- an order of possession for the rental unit, based on the issuance of a 10 Day Notice to End Tenancy For Unpaid Rent, dated August 16, 2021 (the 10 Day Notice);
- a monetary order for unpaid rent; and;
- authorization to recover the filing fee from the Tenant.

The corporate Landlord was represented by an agent. The individual Landlord also called into the hearing, but did not participate. The Tenant did not attend the hearing. The Landlord's agent was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were also made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The agent testified they served the Notice of Dispute Resolution Proceeding and evidence on the Tenant by registered mail on October 8, 2021. Pursuant to sections 89 and 90 of the Act, I find the Tenant is deemed to have received these documents on October 13, 2021, five days after they were sent by registered mail.

As the Tenant did not attend the hearing, I dismiss their application without leave to reapply. The remainder of this decision addresses the Landlord's application.

Issues to be Decided

- 1) Is the Landlord entitled to an order of possession and a monetary order for unpaid rent?
- 2) Is the Landlord entitled to the filing fee?

Background and Evidence

The agent testified the tenancy began on April 1, 2021. Rent in the amount of \$1,095.00 per month is due on the first of the month. The Tenant paid a security deposit of \$547.50, which the individual Landlord holds. The agent also clarified the address of the rental unit, as stated on the cover page of this decision.

The agent testified the Tenant was served with the 10 Day Notice in person on August 16, 2021 after failing to pay rent for that month. A copy of the 10 Day Notice was submitted as evidence.

The agent testified that the Tenant is still in the unit, but has not paid rent for August, September, October, or November.

Analysis

Section 26 of the Act provides that a tenant must pay the rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, regulations, or the Tenancy agreement, unless the tenant has a right under the Act to deduct all or a portion of the rent.

Based on the evidence before me, and on a balance of probabilities, I make the following findings:

I find that the tenancy agreement requires the Tenant to pay the Landlord rent of \$1,095.00 each month.

I find the Tenant received the 10 Day Notice on August 16, 2021, the day it was served on them in person, and in accordance with section 88 of the Act. I note that the 10 Day Notice does not include unit information, only the street address. However, in

accordance with section 68 of the Act, I am satisfied that, upon receiving the 10 Day Notice, the Tenant would have known the omitted information. Therefore, I find that the 10 Day Notice meets the form and content requirements of section 52.

I accept the Landlord's affirmed, undisputed testimony that the Tenant did not pay the rent owing under the tenancy agreement for August to November, 2021. There is no evidence before me that the Tenant had a legal right to withhold payment of rent.

I find that the Landlord is entitled to an order of possession.

I find the Tenant owes the Landlord unpaid rent totalling \$4,380.00.

Section 72 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Landlord is successful in their application, I order the Tenant to pay the \$100.00 filing fee the Landlord paid to apply for dispute resolution.

In accordance with sections 38 and 72 of the Act, I allow the Landlord to retain \$547.50 of the Tenants' security deposit in satisfaction.

I find the Landlord is entitled to a monetary order for \$3,932.50. This accounts for the rent owed, the filing fee, and the Tenant's security deposit, as follows:

Unpaid rent, August 2021	\$1095.00
Unpaid rent, September 2021	\$1095.00
Unpaid rent, October 2021	\$1095.00
Unpaid rent, November 2021	\$1095.00
Filing fee	\$100.00
Tenant's security deposit	- \$547.50
Total	\$3932.50

Conclusion

The Tenant's application is dismissed, without leave to reapply.

The Landlord's application is granted.

The Landlord is granted an order of possession, which will be effective two days after it is served on the Tenant. The order of possession must be served on the Tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

The Landlords are granted a monetary order in the amount of \$3932.50 for unpaid rent and in recovery of the filing fee. The monetary order must be served on the Tenant. The monetary order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: November 02, 2021

Residential Tenancy Branch