



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNRL, MNDL, 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; and
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 9:40 a.m. to enable them to connect with this teleconference hearing scheduled for 9:30 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord entered written evidence and sworn testimony that he posted the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on the tenants' door on September 30, 2021 in the presence of a witness after the tenant refused to take it from him when he attempted to hand it to her. I am satisfied that the landlord served this Notice to the tenant in accordance with section 88 of the *Act*.

The landlord gave written evidence and sworn oral testimony that copies of the landlord's dispute resolution hearing package was sent to the tenant by registered mail on October 22, 2021. The landlord entered into written evidence copies of the Canada Post Tracking Numbers, showing that his hearing package was signed for and accepted by the tenant on October 29, 2021. I am satisfied that the tenant was duly served with the landlord's dispute resolution hearing package on October 29, 2021.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?

Is the landlord entitled to a monetary award for unpaid rent?

Is the landlord entitled to recover the filing fee for this application from the tenants?

Background and Evidence

The landlord gave the following undisputed testimony. The tenancy began on or about August 8, 2021. Rent in the amount of \$1550.00 is payable in advance on the first day of each month. The tenant paid a security deposit of \$775.00 which the landlord still holds. The tenant failed to pay rent in the month(s) of September and on September 30, 2021 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of October and November. The landlord testified that he has tried to work with the tenant and that she has made some small partial payments but as of today's hearing the amount of unpaid rent is \$2200.00.

Analysis

The tenant failed to pay their rent in full within five days of being deemed to have received the 10 Day Notice. The tenant has not made application pursuant to section 46(4) of the *Act* within five days of being deemed to have received the 10 Day Notice. In accordance with section 46(5) of the *Act*, the tenants' failure to take either of these actions within five days led to the end of their tenancy on the corrected effective date of the notice.

In this case, this required the tenants to vacate the premises by October 10, 2021. As that has not occurred, I find that the landlord is entitled to a 2 day Order of Possession. The landlord is granted an Order of Possession pursuant to Section 55 of the *Act*, which must be served on the tenant(s). If the tenant does not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

Based on the undisputed evidence provided by the landlord, I am satisfied that the tenant continues to owe the landlord \$2200.00 in unpaid rent. The landlord is also entitled to the recovery of the \$100.00 filing fee for this application for an award of \$2300.00.

Although the landlord has not applied to retain the security deposit, using the offsetting provision under Section 72 of the Act, I hereby apply the \$775.00 security deposit as follows: \$2300.00 minus \$775.00 = \$1525.00.

Conclusion

The landlord is granted an order of possession and a monetary order for \$1525.00. The landlord may retain the security deposit.

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 30, 2021

Residential Tenancy Branch