



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ANHART COMMUNITY HOUSING
SOCIETY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FFL

Introduction

On July 30, 2021, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for an order of possession for the rental unit based on issuance of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. The Landlord is also seeking a monetary order for unpaid rent.

This matter was set for hearing by telephone conference call at 11:00 am on this date. The Landlord attended the hearing; however, the Tenant did not.

The line remained open while the phone system was monitored for 20 minutes and the Tenant did not call into the hearing during this time. The Landlord testified that they served the Tenant with the Notice of Dispute Resolution Proceeding on September 10, 2021 using registered mail. The Landlord provided a copy of the registered mail receipt and a photograph of the envelope addressed to the Tenant.

I find that the Tenant was served with the Notice of Dispute Resolution Proceeding in accordance with sections 89 and 90 of the *Act*. The Tenant is deemed to have received the Notice of Dispute Resolution proceeding on September 15, 2021, five days after it was mailed. The hearing proceeded.

The Landlord was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Issues to be Decided

- Is the Landlord entitled to an order of possession based on an undisputed 10 Day Notice?
- Is the Landlord entitled to a monetary order for unpaid rent?

Background and Evidence

The Landlord testified that the tenancy began on September 15, 2020 and was on a month-to-month basis. Rent in the amount of \$450.00 is to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit in the amount of \$225.00.

The Landlord testified that the Tenant failed to pay the rent owing under the tenancy agreement for February, March, April, and July 2021.

The Landlord testified that the Tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated July 19, 2021 ("the 10 Day Notice"). The 10 Day Notice has an effective date of August 2, 2021.

The 10 Day Notice indicates that the Tenant has failed to pay rent in the amount of \$1,800.00 which was due on July 1, 2021. The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice.

There is no evidence before me that the Tenant made an application to dispute the 10 Day Notice.

The Landlord testified that the Tenant did not pay the rent owing within five days of receiving the 10 Day Notice. The Landlord testified that on July 30, 2021 the Tenant paid \$900.00 towards the \$1,800.00 that was owing.

The Landlord testified that the Tenant moved their possessions out of the rental unit and is no longer living in the unit. The Landlord requested to receive the order of possession in case the Tenant returns to the property.

The Landlord confirmed that they are seeking a monetary order for unpaid rent in the amount of \$900.00.

Analysis

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

I find that the Landlord served the 10 Day Notice to the Tenant on July 19, 2021 by posting it to the Tenant's door. The 10 Day Notice is deemed to be served three days later.

I find that the Tenant did not pay all the rent that was owing under the tenancy agreement within five days of receiving the 10 Day Notice, and did not apply to dispute the Notice, and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the Landlord is entitled to an order of possession, pursuant to section 55 of the Act. I grant the Landlord an order of possession effective two days after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the Tenant owes the Landlord \$900.00 in unpaid rent.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$1,000.00 comprised of \$900.00 in unpaid rent and the \$100.00 fee paid by the Landlord for this hearing.

Conclusion

The Tenant received a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and failed to pay the rent owing under the tenancy agreement within five days and failed to vacate the rental unit.

The Landlord is granted an order of possession for the rental unit and a monetary order for unpaid rent in the amount of \$1,000.00.

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: December 30, 2021

Residential Tenancy Branch