



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Skyline Living  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **OPR, MNRL-S, FFL**

### **Introduction**

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- An order of possession pursuant to section 55;
- A monetary award for unpaid rent pursuant to section 67; and
- Authorization to recover the filing fee from the tenant pursuant to section 72.

The tenant did not attend this hearing which lasted approximately 15 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. The corporate landlord was represented by their agent (the "landlord") who was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord was made aware of Residential Tenancy Rule of Procedure 6.11 prohibiting recording dispute resolution hearings and they testified that they were not making any recordings.

The landlord testified that they served the tenant with the notice of application and evidence by registered mail on September 2, 2021. The landlord submitted a valid Canada Post tracking receipt as evidence of service. Based on the evidence I find that the tenant is deemed served with the landlord's materials on September 7, 2021, five days after mailing, in accordance with sections 88, 89 and 90 of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?  
Is the landlord entitled to a monetary award as claimed?  
Is the landlord entitled to recover the filing fee from the tenant?

Background and Evidence

The landlord provided undisputed evidence regarding the following facts. This periodic tenancy began on August 1, 2020. Monthly rent is \$1,700.00 payable on the first of each month. A security deposit of \$850.00 and pet damage deposit of \$850.00 were collected at the start of the tenancy and is still held by the landlord.

There is an arrear of \$1,600.00 for this tenancy arising from the tenant's failure to pay full rent as required under the tenancy agreement on September 1, 2020. The landlord submitted the tenant ledger as evidence of the arrear.

The landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent on July 13, 2021. The landlord served a copy of the notice by registered mail on July 13, 2021. The landlord submitted a valid Canada Post tracking receipt as evidence of service. The landlord is unaware of the tenant filing an application to dispute the notice nor has the tenant paid the arrear in full.

Analysis

I find that the tenant was obligated to pay the monthly rent in the amount of \$1,700.00 pursuant to the signed tenancy agreement. I accept the evidence before me that the tenant failed to pay the full rent on September 1, 2020 and there was a basis for the landlord to issue a 10 Day Notice. In accordance with sections 88 and 90 of the Act I find that the tenant is deemed served with the 10 Day Notice on July 18, 2021, five days after mailing.

I accept the landlord's evidence that the tenant did not pay the full amount of rent due within the 5 days of deemed service, July 18, 2021, granted under section 46(4) of the Act nor did they file an application to dispute the notice.

I accept the landlord's evidence that any subsequent payments were clearly indicated to the tenant to be for use and occupancy only and did not reinstate the tenancy.

Therefore, I find that the landlord is entitled to an Order of Possession, pursuant to section 55 of the *Act*. As the effective date of the notice has passed I issue an Order effective 2 days after service on the tenant.

I accept the landlord's undisputed evidence that the total amount of arrears for this tenancy is \$1,600.00. I issue a monetary award for unpaid rent owing of \$1,600.00 as at December 16, 2021, the date of the hearing, pursuant to section 67 of the *Act*.

As the landlord's application was successful, the landlord is also entitled to recovery of the \$100.00 filing fee for the cost of this application.

In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlord to retain the tenant's security and pet damage deposit in full satisfaction of the monetary award issued in the landlord's favour.

### Conclusion

I grant an Order of Possession to the landlord effective **2 days after service on the tenant**. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord is authorized to retain the security deposit of \$850.00 and pet damage deposit of \$850.00 for this tenancy in full satisfaction of their monetary award for unpaid rent and filing fees.

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 16, 2021

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Residential Tenancy Branch