



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Maple Leaf Property Management,  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      **MNR-DR, OPR-DR, FFL**

### Introduction

This hearing, reconvened from an ex parte Direct Request proceeding, 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 order for unpaid rent pursuant to section 67; and
- authorization to recover the filing fee for this application 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 testified that they served the tenant with the Interim Decision, notice of hearing and all materials by registered mail sent on January 14, 2022. The landlord provided a valid Canada Post tracking number as evidence of service. Based on the evidence I find that the tenant is deemed served with the landlord's materials on January 19, 2022, five days after mailing, in accordance with sections 88, 89 and 90 of the *Act*.

At the outset of the hearing the landlord requested to amend the amount of their monetary claim in their application saying that additional rent has come due. Pursuant to section 64(3)(c) of the *Act* and Rule 4.2 of the Rules of Procedure as additional rent coming due is reasonably foreseeable, I amend the landlord's application to increase their monetary claim to \$12,992.00.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to a Monetary award?

Is the landlord entitled to recover their filing fee from the tenant?

Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony, not all details of the submissions and arguments are reproduced here. The principal aspects of the claim and my findings around each are set out below.

The landlord gave undisputed evidence regarding the following facts. This periodic tenancy began in 2017. The monthly rent is \$1,856.00 payable on the first of each month. There was an earlier hearing under the file number on the first page of this decision where the landlord was issued a monetary award for the rental arrear through September 2021 and was authorized to retain the security deposit for this tenancy.

The tenant failed to pay rent as required under the tenancy agreement for October and November, 2021 and the landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent dated November 18, 2021 indicating a total arrear of \$27,940.00, which includes the unpaid monetary order from the decision of September 10, 2021. The 10 Day Notice was served on the tenant by posting on the rental unit door on November 18, 2021. The tenants have not filed an application to dispute the notice nor have they paid any amount against the arrear.

The landlord says that the tenant has failed to pay any rent since the issuance of the 10 Day Notice and the total arrear for this tenancy, for which an order has not previously been issued, as at the date of the hearing, April 4, 2022 is \$12,992.00.

Analysis

The landlord provided undisputed evidence at this hearing, as the tenant did not attend. I find that the tenant was obligated to pay the monthly rent in the amount of \$1,856.00 pursuant to the tenancy agreement. I accept the evidence before me that the tenant failed to pay the full rent for October and November 2021 and there was a basis for the landlord to issue a 10 Day Notice.

I find that the amount of the rental arrear through September 2021 was the subject of a final and binding decision from an earlier hearing and should not have been included in the calculation of the total arrear stated on the 10 Day Notice. Pursuant to section 68(1) I find the tenant knew or should have known that the figure included the amount previously ordered and it is reasonable to amend the 10 Day Notice by changing the amount of the arrear giving rise to its issuance to \$3,712.00, the unpaid rent for October and November 2021.

In accordance with sections 88 and 90 of the Act I find that the tenant is deemed served with the 10 Day Notice on November 21, 2022, three days after posting.

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

I accept the landlord's undisputed evidence that the total amount of arrear for this tenancy from the date of the previous order to the present hearing date is \$12,992.00. I issue a monetary award for unpaid rent owing of \$12,992 as at April 4, 2022, 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.

Conclusion

I grant an Order of Possession to the landlord effective **2 days after service on the tenant**. Should the tenant or any occupant 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.

I issue a monetary order in the landlord's favour in the amount of \$13,092.00. The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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 *Residential Tenancy Act*.

Dated: April 04, 2022

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Residential Tenancy Branch