



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Associa British Columbia, Inc.
(Agent) and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR-DR, OPR-DR, FFL

Introduction

The landlord seeks an order of possession and a monetary order based on an undisputed 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”) pursuant to sections 26, 46, 55, and 67 47(4) of the *Residential Tenancy Act* (“Act”). In addition, they applied to recover the cost of the filing fee, pursuant to section 72 of the Act.

Preliminary Issue: Service

The landlord attended the hearing, but the tenant did not. In such cases where a respondent does not attend, I must be satisfied that the respondent was properly served with the Notice of Dispute Resolution Proceeding. Such service must comply with the Act and the Residential Tenancy Branch’s *Rules of Procedure*, and there must be evidence to support a finding that such service in fact occurred.

The landlord testified under oath that he served the Notice of Dispute Resolution Proceeding by registered mail, which is a permitted method of service under section 89 of the Act. The landlord submitted into evidence documentary proof consisting of a Canada Post registered mail receipt and a registered mail tracking number proving that the tenant was served by registered mail on January 28, 2022.

Given the evidence before me, it is my finding that the tenant was appropriately served with the Notice of Dispute Resolution Proceeding and documentary evidence necessary for them to participate fully in these proceedings.

Issue

Is the landlord entitled to an order of possession and a monetary order?

Background and Evidence

Relevant oral and documentary evidence, complying with the *Rules of Procedure*, was carefully considered in reaching this decision. Only the evidence needed to explain the decision is reproduced below.

The tenancy began on June 1, 2018. Monthly rent was \$2,035.00 in December 2021 and this increased to \$2,065.00 on January 1, 2022. The tenant paid a security deposit of \$997.50 and there is a written tenancy agreement in evidence.

The landlord served the Notice – a copy of which is in evidence – on the tenant's door of the rental unit on December 10, 2021. A copy of the proof of service along with a photograph of the Notice attached to the door was also in evidence. To date, the tenant has not paid any rent, nor has he disputed the Notice. A copy of the tenant's ledger was in evidence. As of April 1, 2022, the tenant owes \$10,562.74 in rental arrears and as of April 14 he remains in the rental unit.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Rent must be paid when it is due under a tenancy agreement ([section 26\(1\)](#) of the Act). A landlord may issue a notice to end the tenancy under [section 46](#) of the Act if a tenant does not pay rent on time and in full.

If a tenant does not pay the amount of rent owing, or if they do not dispute the notice within 5 days, they are presumed to have accepted the notice and must vacate by the effective end of tenancy date indicated on the notice ([section 46\(5\)](#) of the Act).

A landlord may seek an order of possession and a monetary order if a tenant has not disputed the notice and the time for filing an application to dispute that notice has passed ([sections 55\(2\)\(b\) and 55\(4\)](#) of the Act).

In this dispute, the landlord issued the Notice and it was served in compliance with the Act. I have reviewed the Notice and find that it complies with section 52 of the Act in form and content. The tenant has not disputed the Notice and is therefore presumed to have accepted the Notice.

As such, taking into consideration all of the undisputed evidence before me, and applying the law to the facts, I find on a balance of probabilities that the landlord has met the onus of proving their claim for an order of possession pursuant to section 55 of the Act. A copy of this order is issued in conjunction with this decision to the landlord, and the landlord must serve a copy of the order of possession on the tenant.

The tenant must vacate the rental unit within two days of receiving the order of possession. (Deemed service under section 90 of the Act applies.) If the tenant does not vacate the rental unit, then the landlord may enforce the order of possession in the Supreme Court of British Columbia.

Further, taking into consideration the evidence before me, and applying the law to the facts, I find that the landlord has proven their claim for compensation of \$10,562.74 for rent arrears. As the landlord was successful in their application, they are granted an additional \$100.00 in compensation for the filing fee, pursuant to section 72 of the Act. In total, the landlord is awarded \$10,662.74.

Pursuant to section 38(4)(b) of the Act the landlord is to retain the tenant's security deposit of \$997.50 in partial satisfaction of the above-noted award.

A copy of a monetary order in the amount of \$9,665.24 is issued in conjunction with this decision to the landlord, and the landlord must also serve a copy of the monetary order on the tenant. The landlord may enforce the monetary order in the Provincial Court of British Columbia (Small Claims Court).

Conclusion

The landlord's application is granted.

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: April 14, 2022

Residential Tenancy Branch