



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR-DR, MNR-DR

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 and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;

The tenants did not attend this hearing, although I waited until 9:40 a.m. in order 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 personally served the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on the tenants' by email on February 23, 2022, which the tenant confirmed receipt of on February 24, 2022. I am satisfied that the landlord served this Notice to the tenants in accordance with section 88 of the *Act* and was received on February 24, 2022.

The landlord gave written evidence and sworn oral testimony that copies of the landlord's dispute resolution hearing package were sent to both tenants by registered mail on April 5, 2022. The landlord entered into written evidence copies of the Canada Post Tracking Numbers. In accordance with sections 89 and 90 of the *Act*, I am satisfied that both tenants were deemed served with the landlord's dispute resolution hearing packages on April 10, 2022, five days after mailing.

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?

Background and Evidence

DL gave the following testimony on behalf of the landlords. The tenancy began on or about January 20, 2021. Rent in the amount of \$2000.00 is payable in advance on the first day of each month. The tenants paid a security deposit of \$1000.00 plus a \$400.00 pet deposit which the landlord still holds. DL testified that the tenants began to fall behind in paying the rent in August 2021. DL testified that the tenants made some small infrequent partial payments but never caught up. The landlord advised that as of today's hearing the tenants owe \$13,650.00 in unpaid rent. The landlord requests a monetary order in that amount and an order of possession.

Analysis

The tenants failed to pay their rent in full within five days of being deemed to have received the 10 Day Notice. The tenants have 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 March 6, 2022. 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 tenants do 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 tenants continue to owe the landlord unpaid rent. Although the landlord has not applied to retain the security and pet deposit, using the offsetting provision under Section 72 of the *Act*, I hereby apply the security deposit against the amount of unpaid rent. The landlord may retain the security and pet deposits.

I issue the landlord a monetary order of \$12,250.00.

Conclusion

The landlords are granted an order of possession and a monetary order for \$12,250.00.

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: May 16, 2022

Residential Tenancy Branch