



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNRL, OPR, 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 order for damages and loss 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 10 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 landlord attended and 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 the tenant was served personally with the notice of hearing and evidence on June 10, 2022 by an agent in the presence of a witness. The landlord submitted a valid Proof of Service form signed by their agent and a witness as well as the tenant who confirms receipt of the materials. Based on the evidence I find the tenant was duly served with the materials on June 10, 2022 in accordance with sections 88 and 89 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 \$5,000.00.

Issue(s) to be Decided

Is the landlord entitled to the relief sought?

Background and Evidence

The landlord provided undisputed evidence regarding the following facts. The monthly rent for this periodic tenancy is \$1,000.00 payable on the first of each month. There is no written tenancy agreement. No deposit is held for this tenancy. The tenant failed to pay rent as required under the tenancy agreement for the months of March, April and May, 2022.

The landlord issued three separate 10 Day Notices to End Tenancy for Unpaid Rent all dated May 18, 2022 indicating the unpaid rent of \$1,000.00 that was payable respectively on March 1, 2022, April 1, 2022, and May 1, 2022. The landlord testified that the 10 Day Notices were personally served on the tenant by an agent in the presence of a witness. A signed Proof of Service form was submitted into evidence.

The landlord submits that the tenant did not apply to dispute the notices nor did they pay any of the rental arrear. The tenant has subsequently failed to pay rent as required for June and July 2022 and there is a total rental arrear as at the date of the hearing of \$5,000.00.

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 \$1,000.00 pursuant to the tenancy agreement. I accept the evidence that the tenant failed to pay the full rent on March, April, and May 2022 and there was a basis for the landlord to issue a 10 Day Notice. Despite the unnecessary measure by the landlord of issuing three separate 10 Day Notices instead of a single notice indicating the full amount of arrear, I find the information contained in each of the notices to be valid and conform to the form and content requirements of section 52 of the Act.

I find that the tenant was duly served in a manner consistent with section 88 of the Act on May 18, 2022 when they were personally given the 10 Day Notices by the landlord's agent.

I accept the evidence that the tenant did not dispute the notices nor did they pay the arrears amount within 5 days of service granted under section 46(4) of the *Act*, or at all. I therefore find, pursuant to 46(5) of the *Act* that the tenant is conclusively presumed to have accepted the tenancy ends on the effective dates of the notices and the landlord is entitled to an Order of Possession pursuant to section 55.

As the effective dates of the notices have passed, I find it appropriate to issue an Order enforceable 2 days after service on the tenant.

I accept the landlord's undisputed evidence that the total amount of arrears for this tenancy is \$5,000.00. I issue a monetary award for unpaid rent owing of \$5,000.00 as at July 15, 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 \$5,100.00. 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: July 15, 2022

Residential Tenancy Branch