



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNRL, OPR, FFL**

Introduction

This hearing dealt with an application filed by the landlord pursuant the *Residential Tenancy Act* (the “Act”) for:

- A monetary order for unpaid rent pursuant to sections 26 and 67;
- An order of possession for unpaid rent pursuant to sections 46 and 55; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The tenant did not attend this hearing, although I left the teleconference hearing connection open throughout the hearing which commenced at 11:00 a.m. and ended at 11:12 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

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 testified that the tenant was personally served with the Notice of Dispute Resolution Hearing on June 10, 2022. A signed, witnessed proof of service document was filed to corroborate this. I am satisfied the tenant was duly served with the Notice of Dispute Resolution Hearing on June 10th in accordance with sections 89 and 90 of the Act.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?

Is the landlord entitled to a monetary order for unpaid rent?

Can the landlord recover the filing fee?

Background and Evidence

A copy of the tenancy agreement was provided as evidence. The tenancy began on December 1, 2020 with rent set at \$1,000.00 per month, payable on the first day of each month. The tenancy agreement states a security deposit in the amount of \$500.00 is payable in advance, however the landlord testified that he does not collect security deposits for any of his rental units.

The landlord testified that the tenant failed to pay rent in the amount of \$1,000.00 on March 1st and that the tenant has not paid any rent since February. On May 18, 2022, 3 separate 10 Day Notices to End Tenancy for Unpaid Rent/Utilities were posted to the tenant's door: one for March, one for April and one for May. On each notice to end tenancy, the landlord notes the tenant failed to pay \$1,000.00 for that month's rent. A signed, witnessed proof of service document was provided as evidence by the landlord. Since filing the Application for Dispute Resolution, the landlord testified the amount of arrears has increased. In accordance with rule 4.2 of the Residential Tenancy Branch Rules of Procedure and section 64(3) of the Act, the landlord sought to amend his application to include additional arrears.

Analysis

Pursuant to section 55(2)(b), a landlord may request an order of possession of a rental unit by making an application for dispute resolution if a notice to end the tenancy has been given by the landlord, the tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired.

Without any further dispute resolution process under Part 5 [Resolving Disputes], the director may grant an order of possession, and if the application is in relation to the non-payment of rent, grant an order requiring payment of that rent, pursuant to section 55(4).

In the matter before me, the tenant is deemed served with the landlord's three 10 Day Notices to End Tenancy for Unpaid Rent/Utilities on May 21, 2022, three days after they were posted to his door in accordance with sections 88 and 90 of the Act. The tenant did not make an application to dispute the notices within the 5 days as required by section 46(4) of the Act. The time to make that application expired on May 26, 2022.

Section 46(2) requires that a notice to end tenancy for non-payment of rent must comply with the form and content provisions of section 52 of the Act. I have reviewed each of the landlord's notices and each of them complies with section 52 of the Act. Pursuant to section 55, I grant the landlord an Order of Possession. As the effective date stated on the notice to end tenancy has passed, the landlord is entitled to an Order of Possession effective 2 days after service upon the tenant.

I find the tenant was required to pay rent in the amount of \$1,000.00 per month and failed to do so for the months of March to October. The landlord's application seeking to include additional arrears is granted pursuant Rule 4.2 of the Rules of Procedure.

Pursuant to section 55(4), the landlord is entitled to a monetary order for the 6 months from March to September **(\$6,000.00)**, plus pro-rated rent in the amount of **\$193.55** for the first 6 days of October [$\$1,000.00 / 31 \times 6 = \193.55].

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 tenants or anyone on the premises fail to comply with this Order, this Order may be filed and enforced in the Supreme Court of British Columbia.

I award the landlord a monetary order in the amount of **\$6,293.55**.

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: October 06, 2022

Residential Tenancy Branch