



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNRL, FFL

Introduction

This matter was convened to address an Application for Dispute Resolution filed by the Landlord on August 30, 2022. The Landlord sought the following relief, pursuant to the Residential Tenancy Act (the Act):

- an order of possession for unpaid rent;
- a monetary order for unpaid rent; and
- an order granting recovery of the filing fee.

The Landlord attended the hearing and was assisted in translation by BA, his son. Both the Landlord and BA provided a solemn affirmation at the beginning of the hearing. The Tenants did not attend the hearing.

On behalf of the Landlord, BA testified that the Notice of Dispute Resolution Proceeding package was served on the Tenants in person and by registered mail on September 28, 2022. A Proof of Service document indicating service in person was witnessed by BA was submitted in support. I find the Tenants were served with and received these documents on September 28, 2022, the day they were served in person.

As noted above, the Tenants did not attend the hearing and did not submit documentary evidence in response to the Landlord's application.

The Landlord and BA were given the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure, and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to an order of possession for unpaid rent?
2. Is the Landlord entitled to a monetary order for unpaid rent?
3. Is the Landlord entitled to recover the filing fee?

Background and Evidence

On behalf of the Landlord, BA confirmed the tenancy began on June 24, 2019. Rent of \$3,000.00 per month is due on the 24th day of each month. Gas and electricity are an additional \$500.00 per month. The Tenants paid a security deposit of \$1,700.00 which the Landlord holds. A copy of a signed tenancy agreement was submitted into evidence.

The Landlord testified the Tenants did not pay rent when due. Accordingly, the Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated July 13, 2022, for unpaid rent in the amount of \$3,000.00 (the 10 Day Notice). A copy of the 10 Day Notice was submitted into evidence. The 10 Day Notice is signed and dated by the Landlord, gives the address of the rental unit, states the effective date, states the grounds for ending the tenancy, and is in the approved form.

BA testified that the 10 Day Notice was served on the Tenants in person on July 13, 2022, which service was witnessed by SS. A Proof of Service document signed by the Landlord and the witness was submitted in support.

The Landlord testified further that the Tenant did not pay rent when due on July 24, August 24, September 24, and October 24, 2022, and that rent of \$15,000.00 remains unpaid. The Tenants continue to occupy the rental unit.

The Tenants did not attend the hearing to dispute the Landlord's evidence.

Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 26(1) of the Act confirms:

A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Further, section 46 of the Act permits a landlord to take steps to end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy effective on a date that is not earlier than 10 days after the date the tenant receives the notice.

In this case, I find the 10 Day Notice complies with the form and content requirements of section 52 of the Act. I also find the 10 Day Notice was served on and received by the Tenants on July 13, 2022. Therefore, pursuant to section 46(4) of the Act, the Tenants had until July 18, 2022 to pay rent in full or to dispute the 10 Day Notice. I find that the Tenants did neither. As the Tenants have not paid rent when due and did not dispute the 10 Day Notice, I find that the Landlord is entitled to an order of possession, which will be effective two days after it is served on the Tenants.

In addition, I find the Landlord has demonstrated an entitlement to a monetary award of \$15,000.00 for unpaid rent. The Landlord remains at liberty to reapply for unpaid utilities or other losses arising from the tenancy.

Having been successful, I find the Landlord is entitled to recover the \$100.00 filing fee paid to make the application.

Pursuant to section 67 of the Act, I grant the Landlord a monetary order of \$15,100.00, which is comprised of \$15,000.00 for unpaid rent and \$100.00 in recovery of the filing fee.

Conclusion

The Landlord is granted an order of possession which will be effective two days after service on the Tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

The Landlord is granted a monetary order in the amount of \$15,100.00. The monetary order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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 28, 2022

Residential Tenancy Branch