



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **OPR, MNRL-S, MNDCL-S, FFL**

Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- An order for possession under a 10-Day Notice to End Tenancy for Unpaid Rent (“Ten-Day Notice”) pursuant to sections 46 and 55;
- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* (“*Regulation*”) or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant’s security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

The landlord attended and was given the opportunity to make submissions as well as present affirmed testimony and written evidence. The hearing process was explained, and an opportunity was given to ask questions about the hearing process.

The tenant did not attend the hearing. I kept the teleconference line open from the scheduled time of the hearing for an additional 12 minutes to allow the landlord the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant had been provided.

Service upon Tenant

The landlord testified the landlord served the tenant with the Notice of Hearing and Application for Dispute Resolution by posting to the tenant's door on July 03, 2022. The landlord submitted a copy of a photo of the posting.

Further to the landlord's testimony, I find the landlord served the tenant as required under the Act.

Preliminary Amendment – Order of Possession

The landlord testified that the tenant vacated the unit suddenly on August 15, 2022, without notice, and without providing a forwarding address. The landlord withdrew their application for an Order of Possession.

Issue(s) to be Decided

Is the landlord entitled to the relief requested?

Background and Evidence

The landlord provided uncontradicted affirmed testimony as the tenant did not appear at the hearing.

The landlord said the tenancy agreement was verbal. The landlord summarized the background of the tenancy:

INFORMATION	DETAILS
Type of Tenancy	Month-to-month
Beginning Date	May 1, 2022
Vacancy Date	August 15, 2022
Rent payable on first of month	\$1,150.00
Security deposit	\$590.00
Arrears of Rent	\$4,600.00
Forwarding address	Not provided

The tenant has not provided written authorization to the landlord to apply the deposit to outstanding rent.

The landlord testified as the arrears of rent as set out earlier.

The landlord testified he issued a 10 Day Notice in the RTB form, a copy of which was submitted, to the tenant as follows:

INFORMATION	DETAILS
Type of Notice	10 Day Notice
Date of Notice	June 2, 2022
Effective Date of Notice	June 20, 2022
Date and Method of Service	Attached to door
Effective Date of Service	June 5, 2022
Reasons for Issuance	Unpaid rent due May 1 and June 1, 2022
Application for Dispute Resolution filed – date	June 27, 2022

The 10 Day Notice provides the tenant had five days from the date of service to pay the rent in full or apply for Dispute Resolution, or the tenancy would end on the stated effective vacancy date of June 20, 2022. The landlord testified the tenant did not pay the amount owing in full.

The tenant did not apply to cancel the Notice.

The landlord provided uncontradicted testimony the amount claimed remain unpaid and owing to the landlord.

The landlord requested a Monetary Order as follows:

ITEM	AMOUNT
Filing fee	\$100.00
Rent May 2022	\$1,150.00
Rent June 2022	\$1,150.00
Rent July 2022	\$1,150.00
Rent August 2022	\$1,150.00
(Less security deposit)	(\$590.00)
TOTAL	\$4,110.00

Analysis

I find the form and content of the 10 Day Notice complies with section 52 of the *Act*.

I accept the landlord's testimony that the tenant was served with the 10 Day Notice as testified and in accordance with the *Act*.

I accept the landlord's testimony and documentary evidence and find the tenant did not pay the overdue amount or dispute the Ten-Day Notice within the five-day period following service.

The tenant has not attended the arbitration. Pursuant to section 46(5), the tenant is conclusively presumed to have accepted the tenancy ends on the effective date of the Notice requiring the tenant to vacate the rental unit by June 20, 2022.

Based on the uncontradicted testimony and documentary evidence of the landlord, I grant the landlord a Monetary Order pursuant to section 67 for outstanding rent as requested.

As the landlord was successful in this application, I award the landlord the amount of \$100.00 for reimbursement of the filing fee.

I authorize the landlord to apply the security deposit to the award.

My award of **\$4,110.00** to the landlord is summarized:

ITEM	AMOUNT
Filing fee	\$100.00
Rent May 2022	\$1,150.00
Rent June 2022	\$1,150.00
Rent July 2022	\$1,150.00
Rent August 2022	\$1,150.00
(Less security deposit)	(\$590.00)
TOTAL	\$4,110.00

Conclusion

I grant the landlord a Monetary Order for **\$4,110.00**.

The Order must be served on the tenant. If the tenant fails to comply, the landlord may file the Order with the Courts of British Columbia to be 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: November 14, 2022

Residential Tenancy Branch