



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0896572 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, MNR, CNR, OLC, RP, RR, FF

Introduction

This hearing dealt with applications by both the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and for a monetary order for unpaid rent and for the filing fee.

The tenant applied to cancel the notice to end tenancy and for an order directing the landlord to carry out repairs, reduce rent and comply with the *Act*.

The landlord served the notice of hearing and evidence package by attaching the package to the front door of the rental unit, on December 31, 2022 in the presence of a witness. The landlord filed proof of service into evidence.

Despite having been served the notice of hearing and having applied for dispute resolution, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions. Since the tenant did not attend this hearing, his application is dismissed without leave to reapply.

Issues to be decided

Is the landlord entitled to an order of possession and a monetary order for unpaid rent and the filing fee?

Background and Evidence

The tenancy started on May 01, 2020. The current monthly rent is \$1,300.00 due on the first of each month.

The landlord testified that the tenant failed to pay rent in full for October 2022 and owed rent in the amount of \$300.00. The tenant further failed to pay rent for the months of November and December 2022. On December 13, 2022, the landlord served the tenant with a ten-day notice to end tenancy for unpaid rent in the amount of \$2,900.00.

The tenant disputed the notice in a timely manner and continued to occupy the rental unit without paying rent. The landlord testified that at the time of the hearing the tenant owed the landlord rent for October, November and December 2022 for a total of \$2,900.00 in unpaid rent and since the tenant continues to occupy the rental unit, the landlord requested rent for January 2023 for a total of \$4,200.00 in unpaid rent.

The landlord is applying for an order of possession effective two days after service on the tenant and a monetary order in the amount of \$4,200.00 for unpaid rent. The landlord is also applying for \$100.00 for the filing fee.

Analysis

Based on the undisputed sworn testimony of the landlord and in the absence of evidence to the contrary, I accept the landlord's evidence in respect of the claim.

The tenant is deemed to have received the ten-day notice to end tenancy for unpaid rent, on December 16, 2022. The tenant disputed the notice to end tenancy in a timely manner, on December 20, 2022, but did not attend the hearing. The tenant also did not pay rent within five days of receiving the ten-day notice to end tenancy, pursuant to Section 46 to set aside the notice to end a residential tenancy, and the time to do so has expired.

In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the notice. Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The order may be filed in the Supreme Court for enforcement.

I find that the landlord is entitled to \$4,200.00 for unpaid rent. Since the landlord has proven his case, he is also entitled to the recovery of the filing fee of \$100.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount of \$4,300.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord an order of possession effective **two days after service** on the tenant and a monetary order in the amount of **\$4,300.00**.

The tenant's application is dismissed in its entirety.

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: January 31, 2023

Residential Tenancy Branch