



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      OPR, MNR, , FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an order of possession, for a monetary order for unpaid rent or utilities and to recover the filing fee from the tenant.

The landlord and the landlord's agent attended the hearing. As the tenants did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord's agent testified that the tenant NB had not been residing at the rental unit at the time it was sent by registered mail, and agree that NB should be removed as Respondent as this debt was incurred after they vacated. Therefore, I find it appropriate to remove NB from the style of cause.

The landlord's agent testified the Application for Dispute Resolution and Notice of Hearing were served on the tenant KW, by registered mail sent on December 9, 2022. The agent stated the packages were returned unclaimed.

Section 90 of the Act determines that a document served in this manner is deemed to have been served, five days later, December 14, 2022. I find that the tenant KW was duly served in accordance with the Act.

The landlord's agent, gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

At the outset of the hearing the landlord's agent stated that the tenant abandoned the rental unit on December 15, 2022 and they no longer require an order of possession.

Issue to be Decided

Is the landlord entitled to a monetary order?

Background and Evidence

The tenancy began on January 1, 2021. Rent in the amount of \$1,000.00 was payable on the first of each month. A security deposit was not paid.

The landlord's agent testified that after the female tenant vacate the male tenant stopped paying rent. The agent stated that the tenant kept telling the landlord that they would have a job and money shortly and took advantage of the landlord kindness.

The landlord's agent testified that the tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice") issued on October 20, 2022, showing the tenant had failed to pay rent in the amount of \$12,350.00. The agent stated that the tenant did not pay the rent and failed to pay rent for November and December 2022. The landlord seeks a monetary order for unpaid rent in the amount of \$14,350.00.

Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

The tenant has not paid the outstanding rent and did not apply to dispute the notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice. The landlord does not require an order of possession.

I accept the undisputed testimony of the landlord's agent that the tenant has repeatedly failed to pay rent. I find the tenant breached section 26 of the Act. Therefore, I find the landlord is entitled to recover unpaid rent in the amount of **\$14,350.00**.

I find that the landlord has established a total monetary claim of **\$14,450.00** comprised of unpaid rent, and the \$100.00 fee paid by the landlord for this application. I grant the landlord a monetary order pursuant to section 67 of the Act. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Further, I authorize the landlord to serve the above monetary order on the tenant by text message, as the tenant did not provide a forwarding address to the landlord, and there has been recent communication by this method. The tenant will be deemed served three days after it is sent.

I should note that I did not consider the landlord's request for unpaid utilities at this hearing. The landlord is entitled to file a new application should they wish to proceed with that claim. The above service method does not include future applications.

### Conclusion

The tenant failed to pay rent and did not file to dispute the notice to end tenancy. The tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy. The tenant has vacated the rental unit and an order of possession is not required. The landlord is granted a monetary order for the unpaid rent.

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: March 14, 2023

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Residential Tenancy Branch