



# 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 tenants.

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

The landlord testified the Application for Dispute Resolution and Notice of Hearing were served, in person on February 25, 2023. I find that the tenants have been duly served in accordance with the Act.

The landlord, 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.

### Preliminary and Procedural matter

It should be noted for the record that on March 14, 2023 the Residential Tenancy Branch contacted both parties advising them with the correction telephone conference code for today's hearing. I am satisfied that both parties were sufficiently notified by the Residential Tenancy Branch with the correct information.

### Issues 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 and utilities?

### Background and Evidence

The landlord testified that the tenants were served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice") issued on February 5, 2023, in person. The landlord testified that the tenants did not pay the full amount owed. Filed in evidence is a copy of the Notice.

The landlord stated on February 13, 2023, they received the amount of \$625.00 and on February 27, 2023, a further amount of \$375.00. The landlord stated that no rent was paid for March 2023, and the tenants currently owe the amount of \$11,270.00.

The landlord stated that the tenants kept promising that the balance would be paid from an ICBC claim; however, that has never happened. The landlord seeks an order of possession and a monetary order.

### Analysis

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

I accept the undisputed testimony of the landlord. that the tenants have not paid the outstanding rent or utilities and did not apply to dispute the notice and are therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenants. This order may be filed in the Supreme Court and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

I find that the landlord has established a total monetary claim of **\$11,370.00** comprised of unpaid rent, unpaid utilities and the \$100.00 fee paid by the landlord for this application.

Should the above amount remain unpaid at the tenant of the tenancy. The landlord can keep the security deposit to offset the amount owed, pursuant to section 38(4) of the Act.

Conclusion

The tenants failed to pay rent and did not file to dispute the notice to end tenancy. The tenants are presumed under the law to have accepted that the tenancy ended on the effective date of the notice to end tenancy.

The landlord is granted an order of possession and a monetary in the above noted amount.

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 20, 2023

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Residential Tenancy Branch