



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding EDMONTON GATEWAY PROJECTS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNRL-S, FFL

Introduction

This hearing dealt with the Landlord's April 26, 2023 application under the *Residential Tenancy Act* (the *Act*) for:

- An order of possession under a 10-Day Notice to End Tenancy for Unpaid Rent, pursuant to section 46 and 55
- A monetary order for unpaid rent, pursuant to section 67
- An authorization to recover the filing fee for this application, under section 72

The Landlord's Agent SH (The Landlord's Agent) testified that they served the Tenants with their evidence and dispute resolution package by registered mail on May 1, 2023 (the Package). The Landlord's Agent provided the tracking numbers as evidence, which I have noted on the cover page of this decision. I deem the Tenants received the Landlord's Package five days after it was mailed, May 6, 2023.

Issues to be Decided

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

Facts and Analysis

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to relevant facts and information in this decision.

The Landlord's Agent confirmed the following details with respect to the tenancy:

- The tenancy began June 19, 2019 and was for a fixed term until June 30, 2020, then the tenancy continued on a month-to-month basis
- Rent is \$1,850.00 per month and due on the first of the month

- The Landlord collected and still retains a \$925.00 security deposit

The Notice

The Landlord's Agent testified that they served a 10-Day Notice to End Tenancy for Unpaid Rent by registered mail on April 11, 2023 (the Notice). I deem the Tenants received the Notice five days after it was mailed, April 16, 2023.

The undisputed evidence of the Landlord's Agent is that the Tenants have never been caught up in their unpaid rent and at the time the Notice was issued the Tenants owed \$6,300.00 in unpaid rent. The Landlord's Agent further testified that the Tenants made a payment of \$1,325.00 on April 24, 2023 but still owe \$4,975.00.

Based on the above, the undisputed testimony and evidence, I find that the Tenants were served with the Notice in accordance with the *Act* and for the valid reason of non-payment of rent. The Notice is included in the evidence and I find the Notice meets the form and content requirements of section 52 of the *Act*.

The Tenants did not pay the outstanding rent in full within 5 days of the Tenants receiving the Notice. Additionally, there is no record of the Tenants disputing the Notice. Therefore, under section 39(5) of the *Act*, the Tenants are presumed to have accepted the Notice.

Based on the above findings, 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.

I accept the undisputed testimony of the Landlord's Agent that as of April 11, 2023, the date the Notice was issued, the Tenants failed to pay rent in the amount of \$6,300.00. This is supported by the Landlord's rent history worksheet, submitted into evidence. The Tenants did not attend the hearing to dispute the amounts owed. The Notice also clearly states the amounts owed. I find the Tenants breached the *Act* when they failed to pay the rent. Further, I find that the Tenants made a payment of \$1,325.00, which reduces the total rent owed to **\$4,975.00**.

I find the Landlord is entitled to a monetary order for the unpaid rent, pursuant to section 55(1.1) of the *Act* in the amount of **\$4,975.00**. I order that the Landlord retain the security deposit of **\$925.00** in partial satisfaction of the claim.

Filing Fee

Because the Landlord was successful, I award \$100.00 as reimbursement for the filing fee pursuant to section 72(1) of the *Act*.

In summary, the Landlord is entitled to:

Unpaid rent	\$4,975.00
Filing Fee	\$100.00
Deduct Security Deposit	-\$925.00
Total monetary award	\$4,150.00

I find that the Landlord is entitled to a monetary order for the unpaid rent for the balance due of **\$4,150.00**.

Conclusion

The tenancy legally ended on the date of this hearing. The Landlord is granted an order of possession and a monetary order in the above terms. If the Tenants do not comply with the Order of Possession, it may be filed by the Landlord with the Supreme Court of British Columbia and enforced as an order of that court. The Monetary order may be filed in the Provincial Court and enforced as an order of that Court.

At the end of the tenancy the Tenants must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. Tenants and landlords both have an obligation to complete a move-out condition inspection at the end of the tenancy. To learn about obligations, search the [RTB website](#) for information about after a tenancy ends.

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: June 12, 2023

Residential Tenancy Branch