



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing

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## **DECISION**

Dispute Codes: OPR-DR, MNR-DR, FFL

### **Introduction**

The Landlord seeks an order of possession on an undisputed notice to end tenancy under section 55(2)(b) of the *Residential Tenancy Act* (the “Act”) and a monetary order for unpaid rent and for the cost of the application fee.

### **Service of Notice of Dispute Resolution Proceeding**

The Landlord’s agent (hereafter the “Landlord”) attended the hearing while the Tenant did not. The hearing started at 11:00 a.m. on June 8, 2023, and ended at 11:14 a.m.

The Landlord testified under oath that they served the *Notice of Dispute Resolution Proceeding* on the Tenant in person on February 15, 2023. It is my finding that the Tenant was served with the required notice in compliance with the Act. I also note that, according to internal notes related to this application, the Tenant phoned the Residential Tenancy Branch on February 22 and spoke with an information officer. Given this information, I am satisfied that the Tenant was served and was aware of the hearing.

### **Issues**

1. Is the Landlord entitled to an order of possession?
2. Is the Landlord entitled to compensation?

### **Evidence and Analysis**

It is unknown when the tenancy began, but monthly rent is \$1,500. Rent is due on the first day of the month. There is no security deposit and no written tenancy agreement. It appears that the Tenant “took over” the tenancy from a previous tenant. Indeed, the Landlord appears to have only found this out some time later.

The Landlord testified under oath that they served a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") on January 7, 2023. A copy of the Notice was submitted into evidence and, having reviewed the Notice, I find that it complies with the form and content requirements of section 52 of the Act.

The Landlord testified that the Tenant has not paid rent for eight months. Rent arrears are, as of June 1, 2023, in the amount of \$12,000.

Rent must be paid in compliance with a tenancy agreement (section 26 of the Act). A landlord may issue a notice to end tenancy under section 46 of the Act when rent has not been paid in compliance with the tenancy agreement.

Having considered the Landlord's undisputed, sworn evidence I find that the Notice is valid, and that the Landlord be granted an order of possession of the rental unit. A copy of the order of possession is issued with this Decision to the Landlord. As explained to the Landlord during the hearing, the Landlord or their agent must serve a copy of the order of possession upon the Tenant.

Pursuant to section 55(1.1) of the Act, it is my finding that the Landlord is entitled to an order requiring the Tenant to pay the unpaid rent in the amount of \$12,000. The Landlord is also entitled to an additional \$100 for the cost of the application (section 72 of the Act).

In total, the Landlord is awarded \$12,100.00. A copy of a monetary order for this amount is granted and issued with this Decision to the Landlord. As with the order of possession, the monetary order must be served upon the Tenant.

### Conclusion

**The application is hereby GRANTED.**

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: June 8, 2023

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Residential Tenancy Branch