



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing convened as a result of the landlord's application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act) for an order of possession of the rental unit pursuant to a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (Notice) served to the tenant, a monetary order for unpaid rent, and recovery of the filing fee.

The landlord and the landlord's agent (agent) attended the teleconference hearing. The tenant did not attend the hearing. For this reason, service of the Application for Dispute Resolution, evidence, and Notice of Hearing (application package) was considered. The landlord testified that the tenant was served the application package by attaching it to the tenant's door.

Based on the landlord's testimony and evidence, I find the tenant was sufficiently served under the Act and the hearing proceeded in the tenant's absence.

During the hearing the landlord and agent were given the opportunity to provide their evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Procedural Matters-

The agent said that the tenant was removed from the rental unit by a bailiff and RCMP officers on April 6, 2023, as a result of the landlord's earlier application for an immediate

end to the tenancy. An order of possession of the rental unit was granted to the landlord on March 31, 2023. The hearing proceeded on the landlord's monetary claim for unpaid rent.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for unpaid rent and to recover the cost of the filing fee?

Background and Evidence

The agent submitted that the tenancy began on July 1, 2020, for a monthly rent of \$1100 due on the first day of the month. The landlord said that the tenant paid a security deposit of \$550, and that they are currently holding the balance of the security deposit of \$450, as the arbitrator in the previous dispute resolution proceeding granted the landlord authority to keep \$100 from the security deposit.

According to the landlord, the monthly rent had been increased to \$1123.

The landlord said that on January 11, 2023, the tenant was served with the Notice, by attaching it to the tenant's door, listing a total unpaid rent of \$1,222 owed as of January 1, 2023. The effective vacancy date listed on the Notice was January 21, 2023. Filed in evidence was a copy of the Notice.

The landlord stated that the tenant did not pay the amount listed on the Notice within 5 days, or at all. In addition, the tenant did not make any further monthly rent payments prior to being evicted and owes rent for February, March and April, in addition to the \$1,222 listed on the Notice.

Analysis

After reviewing the relevant evidence, I provide the following findings, based upon a balance of probabilities:

Under section 26 of the Act, a tenant is required to pay rent in accordance with the terms of the tenancy agreement and is not permitted to withhold rent without the legal right to do so. When a tenant fails to pay rent pursuant to the terms of the tenancy

agreement, the landlord may serve the tenant a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, as here.

The Notice sets out for the benefit of the tenant that the Notice would be cancelled if the rent was paid within five (5) days. The Notice also explained that alternatively the tenant had five days to dispute the Notice by making an application for dispute resolution. I have no evidence before me that the tenant applied to dispute the Notice.

I find the landlord submitted sufficient, unopposed evidence to prove that the tenant was served the Notice, owed the rent listed, did not pay the outstanding rent, or file an application for dispute resolution in dispute of the Notice within five days of service.

I find it reasonable that the landlord be allowed to amend their original monetary claim in their application, to account for further unpaid rent as the tenant was evicted on April 6, 2023, without paying rent.

I find that the landlord submitted sufficient, unopposed evidence to prove that the tenant owed a total amount of unpaid rent of **\$4,591** and, as a result, I find the landlord is entitled to a monetary award in that amount. This amount is comprised of \$1,222 listed on the Notice, and unpaid rent of \$1,123 for February, March, and April 2023, each.

I grant the landlord recovery of their filing fee of **\$100**, due to their successful application.

I find the landlord has established a monetary claim of **\$4,691**, for the unpaid monthly rent and the filing fee, as noted above.

At the landlord's request, I authorize the landlord to keep the remaining tenant's security deposit of \$450 to partially satisfy the landlord's monetary award of **\$4,691**.

I grant the landlord a **monetary order (Order)** pursuant to section 67 of the Act for the balance due, in the amount of **\$4,241**.

Should the tenant fail to pay the landlord this amount without delay after being served the Order, the Order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is **cautioned** that costs of such enforcement are subject to recovery from the tenant.

Conclusion

The landlord's application for a monetary order for unpaid rent and the filing fee has been granted in the above terms.

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 01, 2023

Residential Tenancy Branch