



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      OPR-DR, MNR-DR, FFL

### Introduction

This hearing was scheduled to convene at 11:00 a.m. on February 16, 2024 concerning an application made by the landlords seeking an order of possession and a monetary order for unpaid rent or utilities and to recover the filing fee from the tenants for the cost of the application.

Two agents of the landlords attended the hearing, one of whom gave affirmed testimony. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenants joined the call.

The landlords' agent testified that the tenants were individually served with the Notice of Dispute Resolution Proceeding with all other required documents and evidence by registered mail on January 25, 2024 and has provided a Canada Post cash register receipt bearing that date and 2 tracking numbers. I am satisfied that the tenants have been served in accordance with the *Residential Tenancy Act*.

All evidence of the landlords has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

- Have the landlords established that the 10 Day Notice to End Tenancy For Unpaid Rent or Utilities was issued in accordance with the *Residential Tenancy Act*?
- Have the landlords established a monetary claim as against the tenants for unpaid rent?

### Background and Evidence

The landlords' agent testified that this fixed-term tenancy began on December 1, 2021 and reverted to a month-to-month tenancy after November 30, 2022. A copy of an

unsigned tenancy agreement has been provided for this hearing, which the landlords' agent testified was signed by the parties on November 23, 2021. Rent in the amount of \$2,975.00 is payable on the 1<sup>st</sup> day of each month. On November 25, 2021 the landlords collected a security deposit from the tenants in the amount of \$1,487.50, which is still held in trust by the landlords, and no pet damage deposit was collected. The rental unit is a condominium apartment.

The landlords' agent further testified that the tenants are currently in arrears of rent the sum of \$6,069.00 for the months of January and February, 2024. Attempts to reach the tenants have been unsuccessful, and the landlords' agent is not sure if the tenants still reside in the rental unit.

On January 8, 2024 the tenants were served with a 10 Day Notice to End Tenancy For Unpaid Rent or Utilities (the Notice) by registered mail. A copy of the Notice has been provided for this hearing. It is dated January 8, 2024 and contains an effective date of vacancy of January 18, 2024 for unpaid rent in the amount of \$3,040.00 that was due on January 1, 2024. However the landlord's agent testified that is an error. Rent was increased to \$3,034.50 on April 1, 2023. The tenants' last e-transfer was for \$3,040.00 and the tenants always forget what the amount is. No rent has been paid at all since the Notice was issued.

### Analysis

The *Residential Tenancy Act* permits a landlord to serve a 10 Day Notice to End Tenancy For Unpaid Rent or Utilities by registered mail, which is deemed to have been served 5 days later. In this case, I accept the testimony of the landlords' agent that the Notice was sent on January 8, 2024, which is deemed to have been served on January 13, 2024.

The law states that once served, the tenant has 5 days to pay the rent in full, in which case the Notice is of no effect, or the tenants may dispute the Notice within that 5 day period. I have no indication that the tenants have disputed the Notice, and I accept the testimony of the landlords' agent that no rent has been received by the landlords since the Notice was issued.

I have reviewed the Notice and I find that it is in the approved form and contains information required by the *Act*. Having found that the tenants have been served in accordance with the law, I grant an order of possession in favour of the landlords. Since the effective date of vacancy contained in the Notice has passed, I grant the order of possession effective on 2 days notice to the tenants. The tenants must be served

with the order of possession, which may be enforced by filing the order of possession in the Supreme Court of British Columbia.

I have calculated the rent increase to be the 2% allowed for 2023, and I accept the testimony of the landlords' agent that the tenants owe \$6,069.00 for rent for the months of January and February, 2024, and I find that the landlords are entitled to recover that amount from the tenants.

Since the landlords have been successful with the application, the landlords are also entitled to recover the \$100.00 filing fee from the tenants.

I grant a monetary order in favour of the landlords as against the tenants in the amount of \$6,169.00. The tenants must be served with the order, which may be filed in the Provincial Court of British Columbia, Small Claims division and enforced as an order of that Court.

The landlords currently hold a security deposit in the amount of \$1,487.50 but have not applied to keep it. Therefore, I order that the parties deal with the security deposit in accordance with Section 38 of the *Residential Tenancy Act*.

### Conclusion

For the reasons set out above, I hereby grant an order of possession in favour of the landlords effective on 2 days notice to the tenants.

I further grant a monetary order in favour of the landlords as against the tenants pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$6,169.00.

This order is final and binding and may be enforced.

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: February 16, 2024

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Residential Tenancy Branch