



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding WELBEC PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Introduction

This hearing was convened based on an Application for Dispute Resolution (application) by both parties, seeking remedy under the *Residential Tenancy Act* (Act). The Landlord applied for an order of possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated February 5, 2024 (10 Day Notice), for a monetary order of \$284.00 for unpaid rent plus a \$50.00 fob replacement, and to recover the cost of the filing fee. The Tenant applied to cancel the 10 Day Notice and their filing fee was waived.

Those listed on the cover page of this decision attended the hearing and were affirmed. Words utilizing the singular shall also include the plural and vice versa where the context requires.

The Tenant failed to attend the hearing and after the standard 10-minute waiting period, the Tenant's application was dismissed in full, without leave to reapply pursuant to Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 7.3.

Service

The Agent confirmed that the Tenant was served with the Notice of Dispute Resolution Proceeding package and evidence (Package) via registered mail, RN 756 340 786 CA. According to the Canada Post registered mail tracking information, the Package was mailed to the rental unit address on February 28, 2024, and the Tenant failed to pick it up. Pursuant to section 90 of the Act, I find the Tenant is deemed served 5 days after February 28, 2024, which is March 4, 2024. The Agent confirmed that the Tenant continues to occupy the rental unit.

Preliminary Matters

The Agent confirmed their email address at the outset of the hearing and stated that they understood that the decision and any applicable orders would be emailed to them. As the Tenant did not provide an email address and the Agent confirmed that they did not have an email address for the Tenant, the decision will be sent by regular mail to the Tenant.

Issues to be Decided

- Should the 10 Day Notice be cancelled or upheld?
- Is the Landlord entitled to unpaid rent?

Facts and Analysis

Based on the undisputed testimony and the undisputed documentary evidence before me, and on the balance of probabilities, I find the following.

A copy of the tenancy agreement was submitted in evidence. The tenancy began on June 1, 2019. The Agent confirmed that monthly rent is \$1,285.00 per month and is due on the first day of each month.

The Agent confirmed served the 10 Day Notice by posting to the Tenant's door on February 5, 2024, which I find is deemed served 3 days later as of February 8, 2024. The Tenant failed to attend the hearing to properly dispute the 10 Day Notice. I therefore find the 10 Day Notice was not disputed. In addition, I accept the Agent's testimony that \$284.00 is owed in rent arrears.

The Agent stated that March 2024 rent was paid subsequently, but that it has been about a year with rent arrears. I find the Tenant breached section 26 of the Act by failing to pay the full rent on the date that it was due. I afford no weight to the \$50.00 fob replacement listed on the 10 Day Notice as the Agent was advised that that cost is not rent and would not be addressed at this hearing as a result.

I find that the 10 Day Notice is valid, and I uphold the 10 Day Notice as I find that it complies with section 52 of the Act.

Order of Possession – The effective vacancy date of the 10 Day Notice was February 18, 2024. In addition, the Agent confirmed that the Tenant continues to occupy the rental unit. Therefore, I grant the Landlord an order of possession effective **March 31, 2024, at 1:00 PM**, which must be served on the Tenant.

I find the tenancy ends on March 31, 2024, at 1:00 pm as rent was paid for use and occupancy for March 2024. Pursuant to section 55(4)(b) of the Act, I exercise my discretion to grant the unpaid rent of \$284.00.

The \$50.00 fob replacement fee will have to be applied for separately, which I grant liberty to reapply for under section 62(3) of the Act. As the claim had merit, I grant the Landlord the \$100.00 filing fee under section 72 of the Act.

Therefore, pursuant to section 67 of the Act, I grant the Landlord a monetary order in the amount of **\$384.00** for unpaid rent and the filing fee.

Conclusion

The Tenant's application was dismissed without leave to reapply.

The Landlord's application is mostly successful. The Landlord has been granted an order of possession effective March 31, 2024, at 1:00 pm. The Tenant must be served with the order of possession and the order of possession may be filed in the Supreme Court of British Columbia to be enforced as an order of that court.

The Landlord has been granted a monetary order of \$384.00. This order must be served on the tenant before it is enforced and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The tenant is reminded that they may be liable for all enforcement costs related to the orders.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 22, 2024

Residential Tenancy Branch