



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CORONA APARTMENTS C/O TPM MANAGEMENT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR MNR FF

### Introduction

This hearing was convened as a result of the Landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act") for an order of possession for unpaid rent or utilities, a monetary order for unpaid rent or utilities and to recover the filing fee.

The Landlord's, agent, D.H., attended the teleconference hearing. The tenant did not attend the hearing. D.H. gave affirmed testimony. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

As the Tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing") was considered. The landlord testified that the Notice of Hearing was served on the Tenant by registered mail on July 31, 2014. The registered mail tracking number and customer receipt were provided in evidence.

Section 90 provides that documents served by registered mail are deemed served 5 days after mailing. Accordingly, and based on the evidence filed and the D.H.'s testimony I find that the Tenant was deemed served as of August 5, 2014.

### Issues to be Decided

- Is the landlord entitled to an Order for Possession?
- Is the landlord entitled to a Monetary Order for unpaid rent?

### Background and Evidence

The evidence relevant to the tenancy is as follow:

1. The Tenant, M.P., entered into a written Residential Tenancy Agreement with the Landlord dated April 13, 2014 (the "Tenancy Agreement").

2. T.F. was noted on the Tenancy Agreement as an adult person other than the tenant to occupy the rental unit. He is not a signatory to the Rental Agreement.
3. The tenancy commenced May 1, 2014 and was to continue on a month to month basis.
4. Monthly rent in the amount \$750.00 was due on the first day of each month during the tenancy.
5. The Tenant paid a \$375.00 security deposit at the start of the tenancy which the Landlord continues to hold.
6. The Tenant's first month's rent (for May 2014) was returned N.S.F. and subsequent payment for rent was made by a third party.
7. The Tenant did not pay rent for June, July or August 2014.

T.F. was personally served the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "10 Day Notice") on July 18, 2014 at 4:15 p.m. As T.F. is an adult who resides with the Tenant, this is effective service pursuant to section 88(d) of the Act.

The Tenant did not pay the rent owing, nor did she make an application to dispute the 10 Day Notice.

The Landlord is seeking a Monetary Order in the amount of \$2,300.00 comprised of the following:

| <b>Item Description</b>        | <b>Amount</b>     |
|--------------------------------|-------------------|
| 1. Unpaid rent for June 2014   | \$750.00          |
| 2. Unpaid rent for July 2014   | \$750.00          |
| 3. Unpaid rent for August 2014 | \$750.00          |
| 4. filing fee                  | \$50.00           |
| <b>TOTAL MONETARY CLAIM</b>    | <b>\$2,300.00</b> |

The following evidence was filed in support of the landlord's claim for a Monetary Order:

1. the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities indicating \$1,500 owing as of July 1, 2014;

2. the Monetary Order Worksheet noting \$750.00 owing for June 2014 and \$750.00 owing for July 2014; and,
3. the Tenant Ledger, to July 31, 2014, noting \$1,525.00 owing, including \$750.00 rent for June 2014, \$750.00 rent for July 2014 and a \$25.00 NSF (Fee).

D.H. confirmed that the Landlord was not seeking the \$25.00 NSF (Fee). Further, D.H. testified that the Tenant had not paid rent for August 2014 and as such the total amount sought by the Landlord is \$2,300.00 comprising of rent for the months June-August 2014 \$2,250 in addition to \$50.00 for the filing fee.

### Analysis

Based on the above, the testimony of D.H. and the evidence filed, I find as follows:

The Tenant has not paid the outstanding rent and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

I find that the Landlord is entitled to an Order of Possession effective two (2) days after service of the Order. This Order of Possession may be filed in the Supreme Court and enforced as an order of that Court.

As the Landlord's application had merit, I grant the Landlord the recovery of the **\$50.00** filing fee.

I find that the Tenant has also not paid rent for August 2014 and the Landlord will suffer a loss of rent for the month. Therefore, I allow the claim to be amended to include one additional month of rent. Accordingly, I find that the Landlord has established a total monetary claim of \$2,300.00 comprised of \$750.00 for June rent, \$750.00 for July rent, \$750.00 for August rent and the \$50.00 fee paid by the Landlord for this application.

### Conclusion

The Tenant failed to pay rent and did not file to dispute the Notice to End Tenancy. The Tenant are presumed under the law to have accepted that the tenancy ended on the effective date of the Notice to End Tenancy.

The Landlord is granted an Order of Possession and is granted a Monetary Order for \$2,300.00.

This decision is final and binding on the parties, except as 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: August 26, 2014

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Residential Tenancy Branch

