



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Beaucoop Investment Corp
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for an Order of Possession and a monetary order for unpaid rent or utilities.

An agent for the landlord attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant joined the call. The landlord's agent testified that he served the tenant with the Landlord Application for Dispute Resolution, notice of this hearing and evidentiary material by personally handing the package to the tenant on February 18, 2017. I accept that testimony, and I find that the tenant has been served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

- Is the landlord entitled under the *Residential Tenancy Act* to an Order of Possession for unpaid rent?
- Has the landlord established a monetary claim as against the tenant for unpaid rent?

Background and Evidence

The landlord's agent testified that this month-to-month tenancy began on January 1, 2016 and the tenant still resides in the rental unit. Rent in the amount of \$725.00 per month is payable on the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$362.50 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a single family dwelling.

The landlord's agent further testified that the tenant failed to pay rent when it was due in January, 2017 and on January 21, 2017 the landlord's agent personally served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, a copy of which has been provided. It is dated January 21, 2017 and contains an effective date of vacancy of February 1, 2017 for unpaid rent in the amount of \$725.00 that was due on January 1, 2017. The landlord's agent testified that the tenant had paid \$600.00 on January 7 or 8, 2017 and the landlord's agent wrote the amount of monthly rent payable on the notice, and the tenant has not paid any rent since it was issued. A Proof of Service document has also been provided setting out that date and method of service, signed by the landlord's agent and a witness.

The landlord claims \$125.00 for January's rent, \$725.00 for February's rent, and \$725.00 for March's rent, for a total of \$1,575.00 and recovery of the \$100.00 filing fee.

Analysis

The *Residential Tenancy Act* states that once served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, the tenant has 5 days to pay the rent in full or dispute the notice by filing an application for dispute resolution. If the tenant does neither, the tenant is conclusively presumed to have accepted the end of the tenancy and must move out of the rental unit within 10 days of service. In this case, the landlord's agent testified that the rent has not been paid, has accumulated, and the tenant has not served the landlord with an application for dispute resolution disputing the notice to end the tenancy. I have no such application before me and therefore I find that the tenant is conclusively presumed to have accepted the end of the tenancy and the landlord is entitled to an Order of Possession. Since the effective date of vacancy has passed, I grant the Order of Possession on 2 days notice to the tenant.

I also accept the undisputed testimony of the landlord that the tenant owes \$125.00 for January's rent as well as \$725.00 for February and \$725.00 for March.

Since the landlord has been successful with the application the landlord is also entitled to recovery of the \$100.00 filing fee.

The landlord has not applied for an order permitting the landlord to keep the security deposit, and I order the landlord to deal with any deposits held in trust in accordance with the *Residential Tenancy Act*.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord on 2 days notice to the tenant.

I hereby grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,675.00.

I order the landlord to deal with the security deposit in accordance with the *Residential Tenancy Act*.

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: March 15, 2017

Residential Tenancy Branch