



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BAYSIDE PROPERTY SERVICES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPRM-DR, FFL

Introduction

On September 12, 2018, the Landlord submitted an Application for Dispute Resolution by way of an *ex parte* Direct Request Proceeding under the *Residential Tenancy Act* (the “Act”). The Landlord requested an Order of Possession due to unpaid rent, a Monetary Order to recover the unpaid rent, and to be compensated for the cost of the Filing Fee. The Landlord’s evidence for the Direct Request was reviewed and found to be incomplete; therefore, the matter was set for a participatory hearing via conference call.

The Landlord attended the conference call hearing; however, the Tenant did not attend at any time during the 18-minute hearing. The Landlord testified that she served the Tenant with the Notice of Hearing by sending it via registered mail on October 10, 2018. The Landlord provided a Canada Post tracking number and when I checked the Canada Post website, I noted that a notice card was left at the Tenant’s rental unit on October 10, 2018; however, the Tenant did not pick up the Notice of Hearing package. I find that the Tenant has been duly served with the Notice of Hearing, in accordance with Section 89 the Act.

Rule 7.3 of the *Residential Tenancy Branch Rules of Procedure* states if a party or their agent fails to attend a hearing, the Arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the Application, with or without leave to re-apply.

As the Tenant did not call into the conference, the hearing was conducted in their absence and the Application was considered along with the affirmed testimony and evidence as presented by the Landlord.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

Should the Landlord receive an Order of Possession, in accordance with Section 55 of the Act?

Should the Landlord receive a Monetary Order for unpaid rent, in accordance with Section 67 of the Act?

Should the Landlord be compensated for the cost of the filing fee, in accordance with Section 72 of the Act?

Background and Evidence

The Landlord provided the following undisputed testimony:

The month-to-month tenancy began on July 1, 1997. The monthly rent of \$463.00 was due on the first of each month. No formal Tenancy Agreement was ever written, and no security deposit was ever collected as part of this tenancy.

The Landlord stated that the Tenant failed to pay her rent on September 1, 2018. On September 2, 2018, the Landlord placed a 10-Day Notice to End Tenancy for Unpaid Rent, dated September 2, 2018 (the "Notice"), on the Tenant's door. The move-out date, as stated on the Notice, was for September 15, 2018. The Tenant failed to pay any portion of the rent for September 2018 and October 2018.

The Landlord is unsure if the Tenant is still living in the rental unit or not and is requesting an Order of Possession. The Landlord is also claiming two months of unpaid rent for a total of \$926.00.

Analysis

Based on undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$463.00 by the first day of each month and that the Tenant has not paid rent from September 1, 2018 through to October 31, 2018. As the Tenant is required to pay rent pursuant to Section 26(1) of the Act, I find that the Landlord has established a monetary claim in the amount of \$926.00 in outstanding rent.

The Tenant failed to pay the rent in full, as identified as owing in the Notice, within five days of receiving the Notice. The Tenant has not made Application pursuant to Section 46(4) of the Act within five days of receiving the Notice. In accordance with Section 46(5) of the Act, the Tenant's failure to take either of these actions within five days led

to the end of this tenancy on the effective date of the Notice. In this case, this required the Tenant to vacate the premises by September 15, 2018. As that has not occurred, I find that the Landlord is entitled to a two-day Order of Possession, in accordance with Section 55 of the Act. The Landlord will be given a formal Order of Possession which must be served on the Tenant. If the Tenant does not vacate the rental unit within the two days required, the Landlord may enforce this Order in the Supreme Court of British Columbia.

I find that the Landlord's Application has merit and that the Landlord should be compensated for the cost of the filing fee, in accordance with Section 72 of the Act.

Conclusion

Pursuant to Section 55 of the Act, I grant the Landlord an Order of Possession to be effective two days after notice is served on the Tenant. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Pursuant to Section 67 of the Act, I grant the Landlord a Monetary Order for \$1,026.00, which included \$926.00 in unpaid rent and \$100.00 for the filing fee. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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: November 01, 2018

Residential Tenancy Branch