



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RAJPUR HOLDINGS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR OPR FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on October 22, 2018 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent or utilities;
- an order of possession for unpaid rent or utilities; and
- an order granting recovery of the filing fee.

The Landlord was represented at the hearing by K.G., an agent, who provided affirmed testimony. The Tenant did not attend the hearing.

On behalf of the Landlord, K.G. testified the Application package was served on the Tenant in person on October 24, 2018. In the absence of evidence to the contrary, I find the Application package and documentary evidence were served on and received by the Tenant on that date.

K.G. was given the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. 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

1. Is the Landlord entitled to a monetary order for unpaid rent or utilities?
2. Is the Landlord entitled to an order of possession?
3. Is the Landlord entitled to recover the filing fee?

Background and Evidence

A copy of the original tenancy agreement between the parties was submitted into evidence. It confirmed the tenancy began on October 1, 2007. K.G. testified that rent in the amount of \$840.00 per month is currently due on the first day of each month. The Tenant paid a security deposit in the amount of \$375.00, which the Landlord holds.

On behalf of the Landlord, K.G. testified the Tenant did not pay rent in full on June 1, 2018. Accordingly, the Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated June 19, 2018 (the "10 Day Notice"). At that time, rent in the amount of \$245.00 was outstanding. K.G. testified the 10 Day Notice was served on the Tenant by posting it to the door of the Tenant's rental unit on that date. In support, the Landlord submitted a proof of service document confirming service in this manner was witnessed by J.W.

According to the K.G., rent has been paid as follows:

Rent due date:	Amount due	Amount received	Outstanding
June 1, 2018	\$840.00	\$595.00	\$245.00
July 1, 2018	\$840.00	\$595.00	\$245.00
August 1, 2018	\$840.00	\$395.00	\$445.00
September 1, 2018	\$840.00	\$395.00	\$445.00
October 1, 2018	\$840.00	\$395.00	\$445.00
November 1, 2018	\$840.00	\$395.00	\$445.00
TOTAL:			\$2,270.00

As calculated above, rent in the amount of \$2,270.00 remains outstanding, and the Tenant continues to occupy the rental unit.

The Tenant did not attend the hearing to dispute the Landlord's evidence.

Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 26(1) of the *Act* confirms:

A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

[Reproduced as written.]

The Landlord sought an order of possession. In this case, K.G. testified, and I find, that the 10 Day Notice was served on the Tenant by leaving a copy attached to the door of the Tenant's rental unit on June 19, 2018. Pursuant to sections 88 and 90 of the *Act*, documents served in this manner are deemed to be received 3 days later. I find the Tenant is deemed to have received the 10 Day Notice on June 22, 2018. Pursuant to section 46(4) of the *Act*, the Tenant had until June 27, 2018, to pay rent in full or to dispute the 10 Day Notice by filing an application for dispute resolution. The Landlord testified the Tenant has not paid rent when due and continues to reside in the rental unit. There is insufficient evidence before me to conclude the Tenant disputed the 10 Day Notice. As a result, pursuant to section 46(5) of the *Act*, I find the Tenant is conclusively presumed to have accepted the tenancy ended on the effective date of the 10 Day Notice. The Landlord is entitled to an order of possession, which will be effective two (2) days after it is served on the Tenant.

The Landlord also sought a monetary order for unpaid rent. I find the Landlord has established an entitlement to a monetary order in the amount of \$1,995.00, which has been calculated as follows:

Item	Amount
Unpaid rent:	\$2,270.00
Filing fee:	\$100.00
LESS security deposit:	(\$375.00)
TOTAL:	\$1,995.00

Conclusion

The Landlord is granted an order of possession, which will be effective two (2) days after it is served on the Tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

The Landlord is granted a monetary order in the amount of \$1,995.00. The monetary order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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 30, 2018

Residential Tenancy Branch