



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNRL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for unpaid rent pursuant to section 55; and
- a monetary order for unpaid rent under the *Act*, regulation or tenancy agreement pursuant to section 67.

The tenant did not attend this hearing. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord entered written evidence and sworn testimony that he served the tenant in the presence of a witness the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on the tenants' on October 2, 2018. I am satisfied that the landlord's served this Notice to the tenants in accordance with section 88 of the *Act* and that the tenant was duly served.

The landlord gave written evidence and sworn oral testimony that copies of the landlord's dispute resolution hearing package were personally served on the tenant in the presence of a witness on October 11, 2018. I am satisfied that the tenant was duly served with the landlord's dispute resolution hearing packages on October 11, 2018, in accordance with Section 89 of the *Act*.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?

Is the landlord entitled to a monetary award for unpaid rent?

Background and Evidence

The tenancy began on or about five years ago. Rent in the amount of \$525.00 is payable in advance on the first day of each month. The tenant failed to pay rent in the month(s) of October and on October 2, 2018 the landlord served the tenant with a notice to end tenancy. The tenant further failed to pay rent in the month(s) of November. The landlord advised that as of today's hearing the amount of unpaid rent is \$825.00.

Analysis

The tenants failed to pay their rent in full within five days of being served the 10 Day Notices. The tenant has not made application pursuant to section 46(4) of the *Act* within five days of being deemed to have received the 10 Day Notice. In accordance with section 46(5) of the *Act*, the tenants' failure to take either of these actions within five days led to the end of their tenancy on the corrected effective date of the notice.

In this case, this required the tenants to vacate the premises by October 12, 2018. As that has not occurred, I find that the landlord is entitled to a 2 day Order of Possession. The landlord is granted an Order of Possession pursuant to Section 55 of the *Act*, which must be served on the tenant(s). If the tenants do not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

Based on the undisputed evidence provided by the landlord, I am satisfied that the tenants continue to owe the landlord unpaid rent. Although the landlord has not applied to retain the security deposit, using the offsetting provision under Section 72 of the *Act*, I hereby apply the security deposit against the amount of unpaid rent. I issue a monetary award in the landlord's favour in the amount of \$825.00

Conclusion

The landlord is granted an order of possession and a monetary order for \$825.00. The landlord may retain the security deposit.

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 20, 2018

Residential Tenancy Branch