



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on October 11, 2019 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

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

The hearing was scheduled for 1:30pm on February 25, 2020 as a teleconference hearing. The Landlord appeared and provided affirmed testimony. No one appeared for the Tenant. The conference call line remained open and was monitored for 10 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Landlord and I were the only persons who had called into this teleconference.

The Landlord testified the Application and documentary evidence package was served to the Tenant by registered mail on October 19, 2019. The Landlord submitted a copy of the Canada Post registered mail receipt in support. Based on the oral and written submissions of the Landlord, and in accordance with sections 89 and 90 of the *Act*, I find that the Tenant is deemed to have been served with the Application and documentary evidence on October 24, 2019, the fifth day after the registered mailing. The Tenant did not submit documentary evidence in response to the Application.

The Landlord was given an 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.

Issue(s) to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent, pursuant to Section 67 of the *Act*?
2. Is the Landlord entitled to an order granting the recovery of the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The Landlord testified the tenancy between the parties began on June 1, 2019. Rent in the amount of \$2,650.00 was due to the Landlord on the first day of each month. The Tenant paid a security deposit in the amount of \$1,325.00 to the Landlord at the start of the tenancy. The Landlord stated that he returned the security deposit to the Tenant in full when the tenancy ended on September 30, 2019. The Landlord provided a copy of the tenancy agreement in support.

The Landlord testified that the Tenant failed to pay rent in the amount of \$2,650.00 for the month of September 2019. The Landlord stated that he subsequently served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated September 18, 2019 (the "10 Day Notice") with an effective date of September 28, 2019, by serving it to the Tenant in person on September 18, 2019. The Landlord stated that the Tenant did not pay the outstanding rent owed and moved out of the rental unit on September 30, 2019. The Landlord provided a copy of the 10 Day Notice and a proof of service in support.

As noted above, 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:

The Landlord served the 10 Day Notice to the Tenant in person on September 18, 2019. Pursuant to section 88 and 90 of the *Act*, I find the above document is deemed received by the Tenant on September 18, 2019.

Accordingly, pursuant to section 46(4) of the *Act*, the Tenant had until September 23, 2019 to either pay rent in full or dispute the 10 Day Notice by filing an Application for dispute resolution. The Landlord testified the Tenant has not paid rent for September 2019 and has since vacated the rental unit on September 30, 2019.

There is no evidence before me to find that 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.

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.

I find the Landlord has established an entitlement to a monetary award for unpaid September 2019 rent in the amount of \$2,650.00. Having been successful, I also find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application.

Pursuant to section 67 of the *Act*, I find the Landlord is entitled to a monetary order in the amount of \$2,750.00, which has been calculated as follows:

Claim	Amount
Unpaid rent:	\$2,650.00
Filing fee:	\$100.00
TOTAL:	\$2,750.00

Conclusion

The Tenant has breached the Act by not paying rent when due to the Landlord. The Landlord is granted a monetary order in the amount of \$2,750.00. The monetary order should be served to the Tenant as soon as possible and 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: February 25, 2020

Residential Tenancy Branch