



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPRM-DR, OPR-DR, FFL

Introduction

This hearing was initiated by way of a Direct Request Proceeding but was reconvened as a participatory hearing. The Landlord stated that on March 13, 2021 the original Dispute Resolution Package and evidence the Landlord submitted to the Residential Tenancy Branch in March of 2021 were served to the Tenant, via registered mail, by mailing it to the rental unit. The Landlord submitted Canada Post documentation that corroborates this statement.

In the absence of evidence to the contrary, I find that the aforementioned documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*. As these documents were properly served to the Tenant, the evidence was accepted as evidence for these proceedings.

The participatory hearing was held to consider the Landlord's application for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on March 31, 2021 notice of this participatory hearing served to the Tenant, via registered mail, by mailing it to the rental unit. The Landlord submitted Canada Post documentation that corroborates this statement. In the absence of evidence to the contrary, I find that notice of this hearing was properly served to the Tenant, and the hearing proceeded in the absence of the Tenant.

The Landlord was given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The Landlord affirmed that she would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The Landlord was advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. The Landlord affirmed that she would not record any portion of these proceedings.

Issue(s) to be Decided

Is the Landlord is entitled to an Order of Possession for unpaid rent, pursuant to section 55 of the *Residential Tenancy Act (Act)*?

Is the Landlord entitled to compensation for unpaid rent?

Background and Evidence

The Landlord stated that:

- this tenancy began on November 01, 2017;
- rent of \$1,050.00 is due by the first day of each month;
- on January 15, 2021 the Tenant owed rent in the amount of \$5,450.00;
- on January 15, 2021 the Landlord placed all three pages of the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities in the Tenant's mailbox;
- the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities declared that the Tenant must vacate the rental unit by January 26, 2021;
- the Tenant is still living in the rental unit
- she does not know if the Tenant disputed the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities;
- the Tenant has paid no rent for the period between February 01, 2021 and today; and
- the Tenant would like to amend the Application for Dispute Resolution to include all rent that is currently due.

Analysis

On the basis of the undisputed evidence, I find that the Tenant is required to pay monthly rent of \$1,050.00 by the first day of each month.

On the basis of the undisputed evidence, I find that the Tenant owes \$5,450.00 in rent that was due prior to January 31, 2021 and that she owes rent of \$4,200.00 for the period between February 01, 2021 and May 31, 2021, for a total of \$9,650.00.

I find that it was reasonable for the Tenant to conclude that the Landlord is seeking to recover all of the rent that is currently due, including unpaid rent that has accrued since the Application for Dispute Resolution was filed. I therefore grant the Landlord's application to amend the amount of the monetary claim to include all rent that is currently due.

Section 26 of the *Act* requires tenants to pay rent when it is due. I therefore order the Tenant to pay the outstanding rent of \$9,650.00.

Section 46 of the *Act* authorizes a landlord to end a tenancy if rent is not paid when it is due by serving the tenant with a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities. On the basis of the undisputed evidence, I find that the Tenant was served with a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, which declared that the rental unit must be vacated by January 26, 2021.

Section 46(4) of the *Act* stipulates that a tenant has five days from the date of receiving the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities to either pay the outstanding rent or to file an Application for Dispute Resolution to dispute the Notice to End Tenancy. I have no evidence that the Tenant exercised either of these rights and, pursuant to section 46(5) of the *Act*, I find that the Tenant accepted that the tenancy ended in accordance with the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities.

On this basis I will grant the Landlord an Order of Possession. As the Tenant has been ordered to pay rent for May of 2021, the Order of Possession will be effective on May 31, 2021.

I find that the Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord is granted an Order of Possession that is effective at 1:00 p.m. on May 31, 2021. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

The Landlord has established a monetary claim of \$9,750.00, which includes \$9,650.00 for unpaid rent and \$100.00 for the filing fee, and I grant a monetary Order in that amount. In the event the Tenant does not voluntarily 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.

In the event the Tenant fails to pay \$9,650.00 to the Landlord, the Landlord has the right to deduct any outstanding amount from the Tenant's security or pet damage deposit, pursuant to section 72(2) of the *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 *Act*.

Dated: May 10, 2021

Residential Tenancy Branch