



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR-DR, MNR-DR, FFL

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding a tenancy. The Landlord applied for:

- an order of possession for the rental unit, based on the issuance of a 10 Day Notice to End Tenancy For Unpaid Rent, dated October 20, 2021 (the 10 Day Notice);
- a monetary order for unpaid rent; and;
- authorization to recover the filing fee from the Tenant.

The Landlord attended the hearing; the Tenant did not. The Landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The Landlord testified they served their Notice of Dispute Resolution Proceeding (NDRP) on the Tenant on October 28, 2021 by registered mail, and their evidence on November 2, 2021 by registered mail. The Landlord provided Canada Post receipts and tracking numbers as proof of service. In accordance with section 90 of the Act, I find the NDRP deemed received by the Tenant on November 2, 2021, and the Landlord's evidence deemed received by the Tenant on November 7, 2021. I find the Landlord served the Tenant in accordance with section 89 of the Act.

Issues to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to the filing fee?

Background and Evidence

The Landlord confirmed the following particulars about the periodic tenancy. It began on December 15, 2018; rent is \$1,200.00, due on the 15th of each month; and the Tenant paid a security deposit of \$600.00. The Landlord no longer holds the security deposit, as the Tenant gave written consent for the Landlord to apply the security deposit to the rent for March 2020.

The Landlord provided a copy of the tenancy agreement as evidence, along with a copy of the Tenant's written consent for the Landlord to apply the security deposit to the rent for March 2020.

The Landlord submitted a copy of the 10 Day Notice as evidence. It is signed and dated by the Landlord, gives the address of the rental unit, states an effective date of the Notice, states the reason for ending the tenancy, and is in the approved form.

The Landlord submitted as evidence multiple other, less recent, 10 Day Notices To End Tenancy For Unpaid Rent, dated November 19, 2020; February 10, 2021; February 18, 2021; three dated June 8, 2021; one dated June 25, 2021; July 22, 2021; August 27, 2021; and October 5, 2021. This hearing considered only the most recent of the Notices, the one dated October 20, 2021.

The Landlord testified on service of only the most recent 10 Day Notice, dated October 20, 2021. They served the Notice on the Tenant by attaching a copy to the door on October 20, 2021.

The Landlord testified the Tenant owes outstanding rent as summarized in the following table:

Date rent due	Amount rent due	Tenant's payment	Monthly balance outstanding
Nov 15, 2020	\$1,200.00	\$300.00	\$900.00
Jan 15, 2021	\$1,200.00	\$400.00	\$800.00
Feb 15, 2021	\$1,200.00	\$500.00	\$700.00
Mar 15, 2021	\$1,200.00	\$500.00	\$700.00
Apr 15, 2021	\$1,200.00	\$500.00	\$700.00
May 15, 2021	\$1,200.00	\$500.00	\$700.00
Jun 15, 2021	\$1,200.00	\$500.00	\$700.00
Jul 15, 2021	\$1,200.00	\$500.00	\$700.00
Aug 15, 2021	\$1,200.00	\$0.00	\$1,200.00
Sept 15, 2021	\$1,200.00	\$0.00	\$1,200.00
Oct 15, 2021	\$1,200.00	\$500.00	\$700.00
Nov 15, 2021	\$1,200.00	\$500.00	\$700.00
		Total	\$9,700.00

In addition to their affirmed testimony, the Landlord provided supporting evidence including two Direct Request Worksheets summarizing the rent paid and owing, and copies of returned cheques.

Analysis

Section 26 of the Act provides that a tenant must pay the rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, regulations, or the Tenancy agreement, unless the tenant has a right under the Act to deduct all or a portion of the rent.

Having reviewed the relevant testimony and evidence, on a balance of probabilities, I make the following findings.

I find that the tenancy agreement requires the Tenant to pay the Landlord rent of \$1,200.00 each month.

I find the Landlord served the 10 Day Notice dated October 20, 2021 in accordance with section 88 of the Act. I find that the 10 Day Notice meets the form and content requirements of section 52.

I accept the Landlord's undisputed affirmed testimony that the Tenant owes unpaid rent in the amount of \$9,700.00. There is no evidence before me that the Tenant had a legal right to withhold payment of rent.

I find that the Landlord is entitled to an order of possession.

Section 72 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Landlord is successful in their application, I order the Tenant to pay the \$100.00 filing fee the Landlord paid to apply for dispute resolution.

I find the Landlord is entitled to a monetary order for \$9,800.00, comprised of \$9,700.00 for unpaid rent, and \$100.00 for the filing fee.

Conclusion

The Landlord's application is granted.

I grant the Landlord an order of possession, which must be served on the Tenant and which is effective two (2) days from the date of service. This order may be filed in, and enforced as an order of, the Supreme Court of British Columbia.

I grant the Landlord a monetary order for \$9,800.00. The monetary order must be served on the Tenant. 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 23, 2021

Residential Tenancy Branch