



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **CNR, FFT, OPR-DR, MNR-DR, FFL**

Introduction

This hearing was convened in response to applications by the tenant and the landlord.

The tenant's application is seeking orders as follows:

- To cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice"); and
- To recover the cost of filing this application.

The landlord's application is seeking orders as follows:

- For an order of possession based on unpaid rent;
- For a monetary order for unpaid rent; and
- To recover the cost of filing the application.

In the absence of the tenant, under Rule 7.1 and 7.3 of the Rules of Procedure, I order the tenant's application dismissed, without leave to reapply.

The landlord attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing was attached to tenant's door on August 15, 2023.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to a Monetary Order for unpaid rent?

Is the landlord entitled to recover the cost of filing the application?

Background and Evidence

Evidence was provided showing that this tenancy began on December 17, 2022, with a monthly rent of \$2,380.00, due on first day of the month, with a security deposit in the amount of \$1,190.00.

The landlord testified that the tenant is owing \$7.00 for June 2023 rent, \$2,380.00 for July 2023 rent, \$2,380.00 for August 2023 rent, \$2,380.00 for September 2023 rent, and \$2,380.00 for October 2023 rent, for a total of \$9,527.00.

The 10 Day Notice was sent to the tenant's pre-agreed email on June 20, 2023.

The landlord testified that they had a verbal agreement with the tenant on December 14, 2022, that documents can be provided to the tenant by email. The landlord provided into evidence the sent email, including the email address the Notice was sent to.

The Notice was entered into evidence by the landlord for unpaid rent in the amount of \$2,507.00 due on June 1, 2023. Signed and dated June 20, 2023, with an effective date of June 30, 2023.

Residential Tenancy Policy Guideline 12 determines that a document served in this manner is deemed to have been served three days later. I find that the tenant has been duly served in accordance with the Act.

Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

Based on the testimony of the landlord, I find that the tenant was served with the Notice on June 20, 2023, by email. The Notice informed the tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the tenant had five days to dispute the notice.

The tenant did not pay the outstanding rent within 5 days.

I find that the landlord is entitled to an Order of Possession, pursuant to section 55 of the Act, effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The tenant is cautioned that costs of such enforcement are recoverable from the tenant.

I find that the landlord is entitled to a monetary order for the unpaid rent, pursuant to section 55 of the Act in the amount of **\$9,527.00** and **\$100.00** to recover the cost for filing for the total amount of **\$9,627.00**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The tenant is cautioned that costs of such enforcement are recoverable from the tenant.

I order that the landlord retain the security deposit of **\$1,190.00** in partial satisfaction of the claim and I grant the landlord a Monetary Order under section 55 of the Act for the balance due of **\$8,437.00**. This Order may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court. The tenant is cautioned that costs of such enforcement are recoverable from the tenant.

Conclusion

The tenant's application is dismissed in its entirety, without leave to reapply.

The landlord is granted an Order of Possession and a Monetary Order as stated above.

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: October 11, 2023

Residential Tenancy Branch