



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MT, OPR, MNR, FF

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenant applied on June 28, 2019 for:

1. An Order cancelling a notice to end tenancy - Section 46; and
2. An Order extending the time limit to make the application to cancel the notice to end tenancy - Section 66.

The Landlord applied on July 4, 2019 for:

1. An Order of Possession - Section 55;
2. An Order for unpaid rent or utilities - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The proceedings were scheduled for a conference call hearing at 11:00 a.m. on this date. The Arbitrator called in to the hearing at the scheduled time. The only Party who called into the hearing at the scheduled time was the Landlord who was ready to proceed. It was confirmed that the correct call-in numbers and participant codes were provided in the Tenant’s Notice of Hearing. The hearing lasted until 11:11 a.m. during which time the Tenant did not attend. As the Tenant did not attend the hearing to pursue its own application I dismiss the Tenant’s application.

I accept the Landlord's evidence that the Tenant was served with the Landlord's application for dispute resolution, notice of hearing and all evidence (the "Materials") by registered mail on July 4, 2019 in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Tenant is deemed to have received the Materials on July 9, 2019. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to unpaid rent?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy under written agreement started on March 11, 2019. Rent of \$1,200.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$600.00 as a security deposit. The Tenant failed to pay rent for June 2019 and on June 2, 2019 the Landlord served the Tenant with a 10-day notice to end tenancy for unpaid rent (the "Notice") by posting the Notice on the rental unit door. The Notice is signed by the Landlord and dated June 2, 2019. The Notice sets out an effective date of June 12, 2019, the dispute address. The Notice is on the approved form. The Tenant has not paid rent for July and August 2019 and while the unit is occupied by persons, it is unknown if the Tenant is still in the unit.

Analysis

Section 55(1) provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, an order of possession must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenant's application is dismissed or the landlord's notice is upheld. Section 52 of the Act

provides that in order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) *[tenant's notice]*, state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

Considering that the required form and content is contained on the Notice and given the dismissal of the Tenant's application I find that the Landlord is entitled to an order of possession.

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement. Rent is payable until a tenancy ends. Based on the undisputed evidence, I find that the Tenant has failed to pay rent as required under the tenancy agreement and that the Landlord is entitled to unpaid rent for June, July and August 2019 in the amount of **\$3,600.00**. As the application is successful I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$3,700.00**. Deducting the security deposit of **\$600.00** plus zero interest leaves **\$3,100.00** owed by the Tenant to the Landlord.

Conclusion

The Tenant's application is dismissed.

I grant an Order of Possession to the Landlord. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I order that the Landlord retain the **deposit** and interest of \$600 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$3,100.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: August 22, 2019

Residential Tenancy Branch