



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

file 310014667: LRE, OLC,  
file 910014824: LRE, OLC, CNR

### Introduction

The tenants filed an Application for Dispute Resolution on September 4, 2020, and an additional Application on September 6, 2020. In the second Application, they seek an order to cancel the 10 Day Notice to End Tenancy (the “10 Day Notice”). The tenants also made a request for an order that suspends or restricts the landlord’s right to enter the rental unit, and an order that the landlord comply with the legislation and/or the tenancy agreement.

The matter proceeded by way of a hearing pursuant to section 74(2) of the *Residential Tenancy Act* (the “Act”) on October 23, 2020. The landlord attended the hearing; the tenants did not. In the conference call hearing I explained the process and offered the landlord the opportunity to ask questions. I provided them the opportunity to present oral testimony and make oral submissions during the hearing.

The landlord confirmed receipt of the Notice of Dispute Resolution. Reciprocally, they stated they provided their prepared evidence to the tenants via registered mail.

### Preliminary Matters

The tenants applied for two orders: one that restricts the landlord’s right to enter the unit; another providing that the landlord comply with the legislation and/or the tenancy agreement. The landlords provided in the hearing that the tenancy has ended; therefore, these two issues concerning an ongoing tenancy are of no consequence and receive no consideration in this hearing. By Residential Tenancy Rule of Procedure 2.3, I dismiss these claims without leave to reapply.

### Issue(s) to be Decided

Are the tenants entitled to an order to cancel the 10-Day Notice pursuant to section 46 of the *Act*?

If the tenants are unsuccessful in seeking to cancel the 10 Day Notice, are the landlords entitled to an order of possession pursuant to section 55(4) of the *Act*?

### Background and Evidence

I have reviewed all evidence before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this section.

The landlord verified the details of the tenancy agreement that was in place between the parties. It was signed on September 16, 2019 for the tenancy that started on September 20, 2019. This was a fixed-term tenancy set to end on September 20, 2020. The rent amount was \$2,250.00 payable on the first of each month. While the agreement shows the tenants paid a \$1,125.00 amount for security deposit and \$150.00 for a pet deposit, the landlord stated the tenants had in fact not paid these amounts.

The landlord issued the 10 Day Notice for September 2020 unpaid rent. In the tenants' Application of September 6, 2020, they provided that this document was delivered on September 4, 2020 when it was posted on the door. The 10 Day Notice shows the move-out date as September 15, 2020.

The landlord provided a document entitled 'Landlord assessment that tenants have abandoned the rental unit.' This sets out events from September 18 through to September 24, 2020. The landlord determined the tenants were not returning to the unit, leaving behind a few possessions. In the hearing the landlord provided that they had returned these items in the interim.

### Analysis

Section 46(1) of the *Act* states that a landlord may end a tenancy if rent is unpaid on any day after the rent is due, by giving notice to end the tenancy effective on a date that is not earlier than 10 days after the tenant receives the notice.

Section 46(4) of the *Act* states that within 5 days of receiving a notice a tenant may pay the overdue rent, thereby cancelling the Notice, or dispute it by filing an Application for Dispute Resolution.

I am satisfied that when the landlords issued the 10 Day Notice the tenants owed \$2,250.00 in rent for the month of September 2020. I am satisfied the landlord issued the 10 Day Notice on September 4, 2020, and the tenants received it on that same day. There is no evidence

contrary to that of the landlord presented in the hearing. This finding is also supported by the fact the tenant applied to dispute the 10 Day Notice on September 6, 2020.

The tenants' application to cancel the 10 Day Notice is dismissed. The tenancy is ending.

Under section 55 of the *Act*, when the tenant's application to cancel a Notice to end tenancy is dismissed and I am satisfied the 10 Day Notice complies with the requirements under section 52 regarding form and content, I must grant the landlord an order of possession.

I find that the 10-Day Notice complies with the requirements of form and content. The landlord is entitled to an order of possession on the effective date.

### Conclusion

As the applicant tenants did not attend to present their Application, I dismiss the tenants' application for a cancellation of the 10 Day Notice, without leave to reapply.

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenants. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: October 23, 2020

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Residential Tenancy Branch