



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BROADSTREET PROPERTIES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, MT,  
                              CNC, OLC  
                              OPRM-DR, OPR-DR

### Introduction

This hearing convened as a result of three Applications. The first being a Tenant's Application for Dispute Resolution, filed on October 10, 2020 wherein the Tenant sought to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued on October 2, 2020 (the "10 Day Notice") as well as more time to apply to cancel the 10 Day Notice. On October 26, 2020 the Tenant filed a second Application in which she sought to cancel a 1 Month Notice to End Tenancy for Cause issued on October 26, 2020 (the "1 Month Notice") as well as an Order that the Landlord comply with the *Residential Tenancy Act* (the "Act"), the *Residential Tenancy Regulations* (the "Regulations"), and the residential tenancy agreement. Finally, on November 19, 2020 the Landlord applied for an Order of Possession and monetary compensation based on the 10 Day Notice.

The hearing of the parties' Applications was scheduled for 9:30 a.m. on January 4, 2021. Only the Landlord's representative, S.H., the Site Manager, called into the hearing.

The Tenant did not attend this hearing, although I left the teleconference hearing connection open until 9:43 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that S.H. and I were the only ones who had called into this teleconference. S.H. was given a full opportunity to be heard, to present affirmed testimony, to make submissions on behalf of the Landlord.

Issues to be Decided

1. Should the 10 Day Notice be cancelled?
2. Should the 1 Month Notice be cancelled?
3. Should the Landlord be ordered to comply with the *Act*, the *Regulations*, and/or the tenancy agreement?
4. Is the Landlord entitled to an Order of Possession?
5. Is the Landlord entitled to a Monetary Order for unpaid rent?

Background Evidence

This tenancy began May 1, 2020. Monthly rent was \$1,763.00 and the Tenant paid a \$824.00 security deposit.

S.H. testified that the Tenant failed to pay rent for October such that the Landlord issued the 10 Day Notice. The Notice indicated that the sum of \$1,793.00 was outstanding as of October 1, 2020. The effective date of the Notice was left blank.

S.H. further testified that the Tenant paid \$350.00 in October and then a further \$900.00 in December. These were the only payments made by the Tenant from October 2020 to January 2021 such that at the time of the hearing the sum of \$5,822.00 remained outstanding for rent.

S.H. stated that the Tenant was late paying the five of the nine months of her nine-month tenancy and did not pay rent at all for three other months. The Landlord served the 1 Month Notice by posting to the rental unit door on October 26, 2020. A copy of a Proof of Service was provided in evidence and which confirmed that service was witnessed by D.A. The reasons cited on the 1 Month Notice were as follows:

- the Tenant is repeatedly late paying rent;
- the Tenant or a person permitted on the residential property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property; and,

- the Tenant has engaged in illegal activity that has caused or is likely to adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property.

Although the Landlord also provided written submissions regarding other allegations concerning the Tenant, and her guests' behaviour, it is not necessary that I reproduce those allegations in this my Decision.

### Analysis

Rules 7.1 and 7.3 of the *Residential Tenancy Branch Rules of Procedure* provide as follows:

#### **Commencement of Hearing:**

The hearing must commence at the scheduled time unless otherwise decided by the arbitrator.

#### **Consequences of not attending the hearing**

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

As the Tenant did not attend the hearing, and the Landlord appeared and was ready to proceed, I dismiss the Tenant's claims without leave to reapply. This includes dismissing her request that I cancel the 10 Day Notice and her request that I cancel the 1 Month Notice. As such, the tenancy shall end.

Section 55 of the *Residential Tenancy Act* provides in part as follows:

#### **Order of possession for the landlord**

**55** (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

(a) the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

I have reviewed the 10 Day Notice and find that it does not comply with section 52 as the effective date of the Notice is blank. I am therefore not able to grant the Landlord an Order of Possession based on the 10 Day Notice.

I have reviewed the 1 Month Notice and confirm it complies with section 52 of the *Act*. Consequently, and as I have dismissed the Tenant's request to cancel the 1 Month Notice, I find the Landlord is entitled to an Order of Possession effective two days after service. I also find, based on the evidence before me that the Tenant has been repeatedly late paying rent; as such, I find the Landlord has established cause to end this tenancy pursuant to section 47(1)(b) of the *Act*.

As the tenancy is ending, the Tenant's request for an Order that the Landlord comply with the *Act*, the *Regulations*, and/or the tenancy agreement is dismissed without leave to reapply.

I find the Tenant was obligated to pay monthly rent in the amount of \$1,768.00. I accept S.H.'s testimony that at the time of the hearing \$5,822.00 was outstanding for rent. I therefore award the Landlord monetary compensation in the amount of **\$5,822.00**. In furtherance of this I grant the Landlord a Monetary Order in the amount of **\$5,822.00**. This Order must be served on the Tenant and may be filed and enforced in the B.C. Provincial Court (Small Claims Division).

### Conclusion

1. The Tenant's request for an Order cancelling the 10 Day Notice is dismissed without leave to reapply.
2. The Tenant's request for an Order cancelling the 1 Month Notice is dismissed without leave to reapply.
3. The Tenant's request for an Order that Landlord comply with the *Act*, the *Regulations*, and/or the tenancy agreement is dismissed without leave to reapply.
4. The Landlord is granted an Order of Possession effective two days after service on the Tenant.
5. The Landlord is granted a Monetary Order for unpaid rent in the amount of **\$5,822.00**.

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: January 05, 2021

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Residential Tenancy Branch