



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NATURAL FOLKS ENTERPRISES  
LIMITED and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, OLC, FFT / OPR, OPRM, FFL

### Introduction

On February 5, 2021, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) to cancel a 10-day Notice to End Tenancy for Unpaid Rent, dated February 4, 2021 (the “10 Day Notice”), and to be compensated for the cost of the filing fee.

On February 13, 2021, the Landlord submitted an Application for Dispute Resolution by Direct Request under the Act. The Landlord requested an Order of Possession for the rental unit, a Monetary Order to recover unpaid rent, and to be compensated for the cost of the filing fee. The Landlord’s Application was crossed with the Tenants’ Application and the matter was set for a participatory hearing via conference call.

### Preliminary Matter

The Landlord attended the conference call hearing; however, the Tenants did not attend at any time during the 21-minute hearing. The Tenants were emailed a copy of the Notice of a Dispute Resolution Proceedings by the Residential Tenancy Branch on February 11, 2021; however, did not attend the teleconference hearing set for today at 11:00 a.m.

Rule 7.3 of the *Residential Tenancy Branch Rules of Procedure* states if a party or their agent fails to attend a 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 Tenants did not call into the conference, I dismiss the Tenants’ Application without leave to reapply as the Tenants failed to attend the hearing to present the merits of their Application.

This hearing was conducted in the Tenants’ absence and the issuance of an Order of Possession and the request for a Monetary Order for unpaid rent was considered along with the affirmed testimony and evidence as presented by the Landlord.

### Issues to be Decided

Should the Landlord receive an Order of Possession, in accordance with section 55 of the Act?

Should the Landlord receive a Monetary Order for unpaid rent, in accordance with section 67 of the Act?

Should the Landlord be compensated for the cost of the filing fee, in accordance with section 72 of the Act?

### Background and Evidence

Unless otherwise stated in this decision, only documentary evidence presented or referred to by the parties during the hearing has been considered, pursuant to rule 7.4 of the Rules of Procedure.

The Landlord provided the following undisputed and affirmed testimony and evidence:

The month-to-month tenancy began on October 1, 2018. The rent was \$1,100.00 and due on the first of each month. The Landlord collected and still holds a security deposit in the amount of \$550.00. The Landlord noted that the Tenancy Agreement stated that a pet damage deposit was due; however, that the Tenants never paid the pet damage deposit.

The Landlord submitted a copy of the 10 Day Notice and stated that the 10 Day Notice was served to the Tenants by placing it on their door on February 4, 2021. The 10 Day Notice provided information to the Tenants including that they owed \$9,050.00 in outstanding rent and that the move-out date was for February 14, 2021.

The Landlord submitted a Monetary Order Worksheet that documented the outstanding rent from the Tenants as of September 1, 2019. The Landlord stated that the Tenants have not paid any money towards rent since February 1, 2021 and as of May 1, 2021, owe the Landlord \$12,600.00 in unpaid rent.

The Landlord is requesting an Order of Possession for the rental unit and a Monetary Order for the unpaid rent.

### Analysis

Based on undisputed evidence, I find that the Tenants entered into a tenancy agreement with the Landlord that required the Tenants to pay monthly rent of \$1,100.00 by the first day of each month and that the Tenants have not fully paid rent from September 1, 2019 through to May 1, 2021.

Based on undisputed evidence, I accept that the Landlord served the Tenants the 10 Day Notice by placing it on their door on February 4, 2021. As such, I find that the Tenants received the 10 Day Notice on February 7, 2021, pursuant to section 90(c) of the Act.

Section 52 of the Act requires that any Notice to End Tenancy issued by a landlord must be signed and dated by the landlord; give the address of the rental unit; state the effective date, state the grounds for ending the tenancy; and be in the approved form. I find the 10 Day Notice, issued by the Landlord on February 4, 2021, complies with the requirements set out in Section 52.

I have dismissed the Tenants' Application and found that the 10 Day Notice is compliant with the Act. For these reasons and because the Tenants are still occupying the rental unit, I grant the Landlord an Order of Possession, pursuant to section 55 of the Act.

Section 26 of the Act requires that a tenant must pay 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 some of the rent.

The Landlord testified, and provided undisputed documentary evidence to support their submission, that the Tenants did not pay rent when it was due and is in arrears for the amount claimed. I note that there is no evidence before me that the Tenants had a right under the Act to not pay the rent.

Taking into consideration all the oral testimony and documentary evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the Landlord has met the onus of proving their claim for compensation of outstanding rent in the amount of \$12,600.00.

I find that the Landlord's Application has merit and that the Landlord is entitled to recover the cost of the filing fee for this Application for Dispute Resolution, in the amount of \$100.00, pursuant to section 72 of the Act.

Pursuant to section 72(2) of the Act, I authorize the Landlord to keep the Tenants' security deposit in the amount of \$550.00, in partial satisfaction of the monetary claim.

<b>Item</b>	<b>Amount</b>
Unpaid Rent	\$12,600.00
Recovery of Filing Fee for this Application	100.00
Less Security Deposit	-550.00
<b>Total Monetary Order</b>	<b>\$12,150.00</b>

A total monetary order, which is issued in conjunction with this Decision, is granted to the Landlord in the amount of \$12,150.00.

### Conclusion

Pursuant to Section 55 of the Act, I grant the Landlord an Order of Possession to be effective two days after notice is served 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.

Pursuant to Section 67 of the Act, I grant the Landlord a Monetary Order for \$12,150.00. In the event that the Tenants do not comply with this Order, it may be served on the Tenants, filed with the Province of British Columbia 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 *Residential Tenancy Act*.

Dated: May 04, 2021

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Residential Tenancy Branch