



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Welbec Quesnel Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

For the tenant: CNR, OLC, RP, RR, PSF, FFT
For the landlord: OPR

Introduction

On March 19, 2021 the tenant applied for dispute resolution for an order cancelling the 10-Day Notice to End Tenancy Issued for Unpaid Rent or Utilities issued by the landlord (the “10-Day Notice”). Additionally, they applied for an order for repairs to the rental unit, and reduction in rent for repairs not yet made, the landlord’s compliance with the legislation and/or the tenancy agreement, the landlord’s provision of services/facilities, and reimbursement of the Application filing fee.

On April 15, 2021 the landlord applied for an order of possession of the rental unit.

These matters concerning the same tenancy are crossed and proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on July 5, 2021. The landlord attended the telephone conference call hearing; the tenant did not attend.

Preliminary Matter

The tenant did not attend the hearing, although I left the teleconference hearing connection open until 11:18 a.m. to enable them to call in to this teleconference hearing scheduled for 11:00 a.m. I confirmed the correct call-in numbers and participant codes were provided in the Notice of Hearing generated when they applied. I also confirmed throughout the duration of the call that the tenant was not in attendance.

The *Residential Tenancy Branch Rules of Procedure* Rule 7.3 provides that if a party or their agent fails to attend the hearing, the arbitrator may conduct the hearing in the absence of that party or dismiss the application without leave to reapply. On this basis, I dismiss the tenant's application for each of the Issues listed above on their Application. The tenants do not have leave to reapply on these issues.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession pursuant to s. 55 of the *Act*?

Is the landlord entitled to monetary compensation for unpaid rent pursuant to s. 55(1.1) of the *Act*?

Background and Evidence

I have reviewed all written submissions and 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 provided a copy of the tenancy agreement that appears in the evidence. The parties signed the agreement jointly on April 1, 2018 for the tenancy starting on that day on a month-to-month basis. The rent payable was \$675 per month, and the tenants paid a \$315 security deposit. On these points concerning the initial agreement, there is no evidence contrary to that provided by the landlord here.

The landlord provided a copy of the 10-Day Notice, issued March 15, 2021. This document gave the move-out date of March 25, 2021. This listed the failure by the tenant to pay the accumulation of rent for \$9,335 on March 1, 2021. The landlord served this document in person at the tenant's rental unit. As provided in a 'Proof of Service' document, this "[l]eaving a copy with an adult who apparently lives with the tenant", so named in the details section in that document. A witness observed this service and signed the document to attest to that on March 15, 2021.

In the hearing, the landlord stated they spoke to the tenant on the morning of the scheduled hearing date. The tenant advised them they would not attend the conference call hearing, and they were arranging or a moving truck on that same day.

In the hearing, the landlord stated there was rent amounts owing since November 2018 onwards. They provided a ledger in their evidence; this shows late payments and successive months with no rent payments. As of June 1, 2021, the rent amount owing from the tenant was \$12,035. In the hearing the landlord provided that the tenant did not pay July 2021 rent; adding this amount owing brings the total to \$12,710.

Analysis

From the evidence and testimony of the landlord, I am satisfied that a tenancy agreement was in place. They provided the specific terms of the rent payments as well as the amount the tenant paid for the security deposit. The tenant did not attend the hearing; therefore, there is no evidence before me to show otherwise.

The *Act* s. 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.

Following this, s. 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 landlord issued the 10-Day Notice the tenants owed \$9,335 in rent, an accumulation since the start of the tenancy in 2018. I am satisfied the landlord issued the 10-Day Notice on March 15, 2021, and an adult residing with the tenant 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 March 19, 2021.

The tenants failed to attend the hearing to pursue their application to dispute a 10-Day Notice to End Tenancy for Unpaid Rent or Utilities. The tenants' application to cancel the 10-Day Notice is dismissed. The tenancy is ending.

Under s. 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 s. 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 for the effective date.

The *Act* s. 55(1.1) provides that where a notice to end tenancy complies with s. 52, and the tenant's Application is dismissed, I must grant an order requiring the payment of the unpaid rent. I order so here, by way of monetary order for the total amount of rent owing: \$12,710.

Conclusion

As the applicant tenant did not attend to present their Application, I dismiss the tenant's 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.

Pursuant to s. 55(1.1) of the *Act*, I grant the landlord a Monetary Order for the tenant's payment of unpaid rent. This amount is \$12,710.00. The landlord is provided with this Order in the above terms and they must serve the tenant with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may file this Order in the Small Claims Division of the Provincial Court and where it shall be 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 s. 9.1(1) of the *Act*.

Dated: July 6, 2021

Residential Tenancy Branch