



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNC, MRT
OPR-DR

Introduction

This hearing was scheduled to convene at 11:00 a.m. this date by way of conference call concerning applications made by two tenants and by the landlord. The tenants have applied for an order cancelling a notice to end the tenancy for unpaid rent or utilities; an order cancelling a notice to end the tenancy for cause; and a monetary order. The landlord has applied for an Order of Possession for unpaid rent or utilities, which was made by way of the Direct Request process and referred to this participatory hearing.

The landlord and registered owner attended the hearing, and the named landlord gave affirmed testimony. However the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony, and no one for the tenants joined the call. The landlord has provided evidence of having served the tenant named in the landlord's application by registered mail on May 28, 2021. I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

The tenants have made an application, however since the tenants have not attended the hearing, I dismiss the tenants' application in its entirety without leave to reapply.

All evidence and testimony of the landlord has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Has the landlord established that the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities was given in accordance with the *Residential Tenancy Act*?

Background and Evidence

The landlord testified that this month-to-month tenancy began on July 1, 2020 and the tenant still resides in the rental unit. Rent in the amount of \$900.00 per month is payable on the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$450.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a strata townhouse, and a copy of the tenancy agreement has been provided as evidence for this hearing, which names one tenant only, being the respondent named in the landlord's Application for Dispute Resolution.

The landlord further testified that on May 10, 2021 the landlord personally served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, a copy of which has been provided for this hearing. It is dated May 10, 2021 and contains an effective date of vacancy of May 20, 2021 for unpaid rent in the amount of \$200.00 that was due on May 1, 2021.

The tenant has not paid any rent since the issuance of the Notice, and arrears have accumulated to \$2,200.00.

Other notices to end the tenancy have also been given to the tenant, which have also been provided for this hearing. The tenant has served the landlord with an Application for Dispute Resolution for this hearing, but has not provided the landlord with any evidentiary material.

Analysis

The *Residential Tenancy Act* specifies that where I dismiss a tenant's application to cancel a notice to end a tenancy given by a landlord, I must grant an Order of Possession in favour of the landlord, so long as the notice given is in the approved form.

I have reviewed the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the Notice), and I find that it is in the approved form and contains information required by the *Act*.

I also accept the undisputed testimony of the landlord that no rent has been paid by the tenant to the landlord since the issuance of the Notice. However, because the landlord has not made an application for a monetary order for unpaid rent, I cannot make such an order.

Having dismissed the tenants' application, and having found that the Notice is in the approved form, and having found that the tenant has not paid the rent, I grant an Order of Possession in favour of the landlord. Since the effective date of vacancy has passed, I grant the Order of Possession effective on 2 days notice to the tenant.

Since the landlord has been successful with the application, the landlord is also entitled to recovery of the \$100.00 filing fee, and I grant a monetary order in favour of the landlord in that amount. I further order that the landlord may keep that amount from the security deposit held in trust, or may otherwise recover it by filing it for enforcement in the Provincial Court of British Columbia, Small Claims division.

Conclusion

For the reasons set out above, the tenants' application is hereby dismissed in its entirety without leave to reapply.

I hereby grant an Order of Possession in favour of the landlord effective on 2 days notice to the tenant.

I further grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$100.00 and I order that the landlord may keep that amount from the security deposit held in trust, or may otherwise recover it.

This order is final and binding and may be enforced.

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: July 23, 2021

Residential Tenancy Branch