Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

<u>Dispute Codes</u>   CNR

<u>Introduction</u>

This hearing was convened in response to an application by the Tenant for an order cancelling a notice to end tenancy pursuant to section 46 of the *Residential Tenancy Act* (the "Act").

This matter was set for a conference call hearing at 9:30 a.m. on this date. The Arbitrator called in to the hearing at the scheduled time. The line remained open while the phone system was monitored for ten minutes. The only Party who called into the hearing during this time was the Landlord who was ready to proceed. It was confirmed that the correct call-in numbers and participant codes were provided in the notice of hearing to the Tenant. As the Tenant did not attend the hearing to pursue their application, I dismiss their application without leave to reapply. The Landlord was given full opportunity under oath to be heard, to present evidence and to make submissions. The Landlord confirms that the Tenant has moved out of the unit and that the Landlord has possession of the unit.

<u>Issue(s) to be Decided</u>

Is the Landlord entitled to unpaid rent?

Background and Evidence

The tenancy of a basement unit in a house started on May 1, 2018. Rent of $2,000.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected $1,000.00 as a security deposit. The Tenant received a 10-day notice for unpaid rent dated April 14, 2021 (the "Notice") and moved out of the unit on June 15, 2021. The Notice is on an approved Residential Tenancy Branch (the "RTB) form, is signed by the Landlord, sets out an effective date of April 24, 2021 and is for unpaid rent of $34,000.00 due December 1, 2020. The Tenant currently owes the Landlord unpaid rent of $29,000.00 for the period January 2019 to and including June 15, 2021. Only Tenant VB is named as a tenant on the written tenancy agreement.

Analysis

Section 55 (1.1) of the Act provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the landlord's notice to end tenancy complies with section 52 *[form and content of notice to end tenancy]*, and during the dispute resolution proceeding, the tenant's application is dismissed or the landlord's notice is upheld, the director must grant an order requiring the payment of the unpaid rent. Section 52 of the Act provides that in order to be effective, a notice to end a tenancy must be in writing and must

> (a)be signed and dated by the landlord or tenant giving the notice,
> (b)give the address of the rental unit,
> (c)state the effective date of the notice,
> (d)except for a notice under section 45 (1) or (2) *[tenant's notice]*, state the grounds for ending the tenancy,
> (d.1)for a notice under section 45.1 *[tenant's notice: family violence or long-term care]*, be accompanied by a statement made in accordance with section 45.2 *[confirmation of eligibility]*, and
> (e)when given by a landlord, be in the approved form.

As the Tenant's application has been dismissed and as the Notice complies in form and content, I find that the Landlord is entitled to unpaid rent. Based on the Landlord's undisputed evidence of unpaid rent I find that the Landlord is entitled to **$29,000.00**. Deducting the security deposit plus zero interest of **$1,000.00** leaves **$28,000.00** owed to the Landlord from the Tenant. As only Tenant VB is named on the tenancy agreement, I restrict the monetary order to this Tenant.

Conclusion

I order that the Landlord retain the **deposit** and interest of $1,000.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **$28,000.00.** If necessary, this order may be filed in the 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 RTB under Section 9.1(1) of the Act.

Dated: August 19, 2021

Residential Tenancy Branch