



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0850468 BC LTD/CARDINAL HOLDINGS  
LTD and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR

### Introduction, Preliminary and Procedural Matters –

This telephone conference call hearing was convened as the result of the tenant's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act). The tenant applied for an order cancelling the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (Notice) issued by the landlord.

The hearing began as scheduled at 11:00 a.m. Pacific Time on Thursday, October 7, 2021, and the telephone system remained open and was monitored for 21 minutes.

During this time, the applicant/tenant did not dial into the telephone conference call hearing; however, the landlord's agent (agent), was present and ready to proceed with the hearing.

The agent was affirmed and provided their testimony. The agent also affirmed they were not recording the hearing.

Rules 7.3 and 7.4 of the Rules of Procedure provides as follows:

### **7.3 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.

### **7.4 Evidence must be presented**

Evidence must be presented by the party who submitted it, or by the party's agent.

If a party or their agent does not attend the hearing to present evidence, any written submissions supplied may or may not be considered.

Accordingly, **in the absence of any evidence or submissions from the tenant, I order the application dismissed, without leave to reapply.**

Issue(s) to be Decided

Is the landlord entitled to an order of possession of the rental unit and a monetary order consisting of unpaid monthly rent?

Background and Evidence

The agent said that the tenant had never served the landlord with their Application for Dispute Resolution, evidence, and Notice of Hearing (application package), and only learned of the hearing when calling staff at the Residential Tenancy Branch (RTB).

During the hearing, the agent said the tenancy began on March 1, 2021, for a monthly rent of \$2,000, due on the first day of the month.

The agent said the tenant did not pay the full amount of rent for May 2021, or any rent for June 2021. The agent confirmed that the tenant was served the Notice on June 3, by attaching it to the tenant's door, listing a total unpaid rent owed of \$3,000 as of June 1, 2021. Filed in evidence was a copy of the Notice.

The tenant, in their application, confirmed receiving the Notice on June 3, 2021.

The agent submitted that the tenant remains living in the rental unit, and while the tenant made multiple installment payments of rent in July 2021, the tenant has not paid any rent for the months of August, September and October 2021.

Analysis and Conclusion

**Order of possession of the rental unit –**

Given the above and after reviewing a copy of the Notice, which had an effective vacancy date of June 12, 2021, and which I find complies with section 52 of the Act as to form and content, pursuant to section 55(1) of the Act, I must grant an order of possession of the rental unit to the landlords.

I therefore grant the landlords an order of possession of the rental unit effective and enforceable **two (2) days after service on the tenant.**

Should the tenant fail to vacate the rental unit pursuant to the terms of the order after being served, this order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court.

The tenant is **cautioned** that costs of such enforcement, **including bailiff fees**, are recoverable from the tenant.

#### **Monetary order –**

I find that the landlord submitted sufficient, undisputed evidence to show that while the tenant paid installment payments of the overdue rent in July 2021, the tenant did not pay the monthly rent of \$2,000 for each August, September and October 2021.

Section 55(1.1) of the Act applies and states:

55(1.1) If an application referred to in subsection (1) is in relation to a landlord's notice to end a tenancy under section 46 [*landlord's notice: non-payment of rent*], and the circumstances referred to in subsection (1) (a) and (b) of this section apply, **the director must grant an order requiring the payment of the unpaid rent.**

[Emphasis added]

Pursuant to section 55(1.1) of the Act, I order the tenant to pay the landlord the amount of \$6,000, which is comprised of unpaid monthly rent of \$2,000 for August, September, and October 2021, each.

As a result, I grant the landlord a final, legally binding monetary order for the amount of their monetary award of \$6,000.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court.

The tenant is **cautioned** that costs of such enforcement are recoverable from the tenant.

### Conclusion

The tenant's application is dismissed without leave to reapply as they failed to attend the hearing.

The landlord's application for an order of possession of the rental unit effective two (2) days after service has been granted.

The landlord is granted a monetary order in the amount of **\$6,000** comprised of unpaid monthly rent owed by the tenant for August, September, and October, 2021.

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*. Pursuant to section 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: October 7, 2021

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Residential Tenancy Branch