



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EDKA PROPERTIES INC. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR-DR

Introduction

This hearing was convened in response to the landlord's application pursuant to the *Residential Tenancy Act* (the "Act")

The landlord requested:

- an Order of Possession for unpaid rent pursuant to section 55.

At the outset of the hearing, I explained to the parties that as these hearings were teleconferences, the parties could not see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so.

All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation. All parties acknowledged the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties confirmed that they were ready to proceed with the hearing, they did not want to settle this application, and they wanted me to make a decision regarding this application. Neither party made any adjournment or accommodation requests. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession based on the 10 Day Notice?

Background and Evidence

The landlord's agent gave the following testimony. The tenancy began on May 21, 2021 with monthly rent set at \$1700.00, payable on the first of each month. The tenant was to pay a pro rated amount for May 21-31, 2021 in the amount of \$603.00 on May 21, 2021. The agent testified that the tenant did not pay the rent or the security or pet deposit as per their signed tenancy agreement. The agent testified that the tenant has not paid any rent since moving in leaving an outstanding balance of \$10,803.00 as of today's hearing. The agent issued a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on May 25, 2021. The agent testified that no rent has been paid and they seek an order of possession.

The tenant gave the following testimony. The tenant testified that she agrees that no rent has been paid or the security and pet deposits. The tenant testified that she has not filed to dispute the notice as she hopes she can work this out with the landlord.

Analysis

Section 55(1) of the *Act* reads as follows:

- 55** (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if
- (a) the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and
 - (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

Although the tenant referred to paying the rent, she did not dispute that no funds have been paid to the landlord. The tenant's own testimony confirms the landlords position of

unpaid rent. I find that the 10 Day Notice complies with section 52 of the *Act* and therefore, the landlord is granted an order of possession pursuant to section 55 of the *Act*.

The landlord referred to a monetary order however, they only applied for an order of possession. The landlord is at liberty to file a separate application to pursue the unpaid rent if they so choose.

Conclusion

The landlord is granted an order of possession. The tenancy is terminated.

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: November 18, 2021

Residential Tenancy Branch