



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROYAL LEPAGE NORTHSTAR
REALTY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, OLC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;

The tenant did not attend. The landlord's agent, D.D. (the landlord) attended the hearing via conference call and provided undisputed affirmed evidence.

The landlord was advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

The hearing was paused until 10 minutes past the start of the scheduled hearing time to allow parties an opportunity to attend and make submissions.

The landlord stated that he received the tenant's notice of hearing package via email and confirmed that he was aware of the listed issues and was ready to respond to the application.

At 25 minutes past the start of the scheduled hearing time the tenant's application was dismissed without leave to reapply. The landlord requested that an order of possession be granted based on the 10 Day Notice and that the landlord seeks a monetary claim of unpaid rent of \$4,400.00.

During the hearing the landlord also requested to offset the claim against the security deposit held. The landlord was advised that as no application has yet been filed was referred to Section 72 of the Act for clarification.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for unpaid rent?

Is the landlord entitled to a monetary order for unpaid rent?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The landlord stated that the tenant was served with a 10 Day Notice for Unpaid Rent dated November 1, 2021 which was served by placing it halfway into the tenant's mailslot in the door on November 1, 2021. The 10 Day Notice sets out an effective end of tenancy date of November 11, 2021 and that the tenant failed to pay rent of \$2,200.00 that was due on October 1, 2021.

The landlord also stated that as of the date of this hearing no rent has been paid and the landlord seeks unpaid rent of \$4,400.00 for October 2021 of \$2,200.00 and for November 2021 of \$2,200.00. The landlord stated that no permission has been granted to the tenant to withhold any rent.

Analysis

Pursuant to section 46 of the Act, a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end tenancy effective on a date that is not earlier than ten days after the date the tenant receives the notice.

I accept the undisputed affirmed evidence of the landlord and find that the tenant was properly served with the 10 Day Notice dated November 1, 2021 by placing it in the tenant's mailslot on November 1, 2021.

I also accept the undisputed affirmed evidence of the landlord that the tenant has failed to pay rent of \$2,200.00 for October 2021 and that no rent has been paid for November 2021 of \$2,200.00. On this basis, I find that the 10 Day Notice dated November 1, 2021 is upheld.

Pursuant to Section 55 (1) the landlord is granted an order of possession to be effective 2 days after it is served upon the tenant.

I also find that pursuant to section 55 (1.1) the landlord having established that the 10 Day Notice dated November 1, 2021 complies with section 52 of the Act and the tenant's application was dismissed is entitled to a monetary order for unpaid rent of \$4,400.00 as claimed.

Conclusion

The landlord is granted an order of possession.

The landlord is granted a monetary order for \$4,400.00.

These orders must be served upon the tenant. Should the tenant fail to comply with these orders, the orders may be filed in the Supreme Court of British Columbia and the Small Claims Division of the Provincial Court of British Columbia and enforced as orders of those Courts.

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 30, 2021

Residential Tenancy Branch