



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Tenant: CNR LRE MNDC OLC
Landlord: OPR

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties. The participatory hearing was held, via teleconference, on November 30, 2021.

The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- cancel the 10 Day Notice to End Tenancy for Unpaid rent or utilities (the 10 Day Notice);
- I want to suspend or set conditions on the landlord's right to enter the rental unit or site
- I want compensation for my monetary loss or other money owed
- I want the landlord to comply with the Act, regulation and/or the tenancy agreement

The Landlord's Agent (the Landlord) cross-applied for the following relief:

- an Order of Possession based off the 10 Day Notice

The Tenant did not attend the hearing. The Landlord attended the hearing and provided affirmed testimony. The Landlord stated that she sent her Notice of Hearing and evidence to the Tenant by registered mail on September 28, 2021. Proof of mailing was provided. Pursuant to section 89 and 90 of the Act, I find the Tenant is deemed served with this package 5 days after it was mailed.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. 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 tenant entitled to have the landlord's 10 Day Notice to End Tenancy cancelled?
 - If not, is the landlord entitled to an Order of Possession

Background and Evidence

The Landlord testified that rent, in the amount of \$375.00, is due on the first day of each month. The Landlord testified that she holds a security deposit of \$187.50.

The Landlord testified that she posted the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on the Tenant's door on July 21, 2021. Service of this document was witnessed by a third party. The amount owing at that time was \$1,500.00. The Landlord testified that this amount was for the month of April, May, June, and July of 2021. Following that, the Tenant didn't pay any rent amounts until November, when he mailed a check to the Landlord for \$3,000.00, which was cashed around November 16, 2021. The Landlord stated that as of the time of this hearing, no rent is owed, but the Tenant paid his debts too late, and the tenancy must end.

Analysis

The first issue I will address is whether the tenant is entitled to have the landlord's 10 Day Notice cancelled. Although the Tenant filed his application on July 30, 2021, his application is dismissed, in full, without leave, because he did not attend this hearing.

Under section 55 of the *Act*, when a tenant's application to cancel a Notice to end tenancy is dismissed and I am satisfied that the Notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the landlord an order of possession. Section 52 of the *Act* requires that any notice to end tenancy issued by a landlord must be signed and dated by the landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy (unpaid rent), and be in the approved form.

I find that the 10 Day Notice complies with the requirements of form and content.

The Landlord is entitled to an order of possession, which will be effective two (2) days after it is served on the tenant.

As explained by the Landlord at the hearing, no rent is currently owed. As such, no monetary order will be issued at this time.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Landlord was substantially successful in this hearing, I order the tenant to repay the \$100. The Landlord may deduct \$100.00 from the Tenant's security deposit, which leaves a deposit balance of \$87.50, which must be dealt with in accordance with the *Act*.

Conclusion

The landlord is granted an order of possession effective **two days after service** on the tenant. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

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