



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, RR, LRE, OLC

The tenant filed an Application for Dispute Resolution on August 12, 2021 for:

- a. a cancellation of the 10-Day Notice to End Tenancy for Unpaid Rent (the “10-Day Notice”) issued by the landlord on August 7, 2021;
- b. suspension or set conditions on the landlord’s right to enter the rental unit;
- c. the landlord’s compliance with the legislation and/or the tenancy agreement;
- d. a reduction in rent for repairs, services, facilities agreed upon but not provided.

The matter proceeded to a hearing by way of s. 74(2) of the *Residential Tenancy Act* (the “Act”) on November 29, 2021. The landlord attended this hearing; the tenant did not attend. I left the teleconference hearing open until 9:45am to enable the tenant to call in to this teleconference hearing scheduled for 9:30am. I confirmed that the correct call-in numbers and participant code was provided in the Notice of Hearing. I also confirmed throughout the duration of the call that the tenant was not in attendance.

The landlord gave detail on the tenant’s conduct during the brief duration of the tenancy that started on August 1, 2021. The tenant did not pay the rent amount of \$1,550 during their stay, prompting the landlord to issue the 10-Day Notice. The landlord confirmed the tenant vacated from the rental unit on September 3, 2021.

Rule 7.3 of the *Residential Tenancy Branch Rules of Procedure* provides that if a party or their agent fails to attend the hearing, the arbitrator may conduct the hearing in the absence of that party or dismiss the application without leave to re-apply. On this basis, I dismiss each piece of the tenant’s Application, that is b. through d. listed above.

Given that the tenancy has ended, the validity of the 10-Day Notice is not at issue. For this reason, I dismiss the portion of the tenant’s Application dealing where they sought a cancellation of the 10-Day Notice, item a. above.

The landlord issued the 10-Day Notice on August 7, 2021 for incomplete rent payment by the tenant in that month. In this hearing the landlord submitted that \$1,550 was still owing by the tenant for that shortfall.

The *Act* s. 55 sets out the following:

- (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*], and
 - (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

- (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 [*non-payment of rent*], and the circumstances referred to in subsection (1)(a) and (b) apply, the director must grant an order requiring the payment of the unpaid rent.

Here, the landlord provided that the tenant moved out from the rental unit on September 3, and I accept that account as fact. The 10-Day Notice itself, on my review, complies with the form and content requirements of s. 52.

For this reason, I award the landlord the rent amount owing, up until the final date of the tenancy September 3, as the *Act* allows. Rent owing up until that date constitutes unpaid rent for the purpose of s. 55(1.1). Including the full month of August, the following month of September on a *per diem* basis is \$155, for three days.

I grant the landlord the rent amount owing, for the total of \$1,705 with a Monetary Order.

Conclusion

I dismiss the tenant's Application in its entirety, without leave to reapply.

Pursuant to s. 55(1.1) of the *Act*, I grant the landlord a Monetary Order in the amount of \$1,705, for rent owed for the period in August and September 2021. I provide the landlord with this Monetary Order in the above terms, and they must serve the tenant this Order as soon as possible. Should the tenant fail to comply with this Order, the

landlord may file this Order in the Small Claims Division of the Provincial Court where it will 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 s. 9.1(1) of the *Act*.

Dated: November 29, 2021

Residential Tenancy Branch