



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC 1328526 LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR CNL OLC RP RR

Introduction

This hearing dealt with two Applications for Dispute Resolution (applications) by the tenant seeking remedy under the *Residential Tenancy Act* (Act) to cancel a 10 Day Notice for Unpaid Rent or Utilities dated December 7, 2021 (10 Day Notice), a 2 Month Notice to End Tenancy for Landlord's Use of Property dated November 24, 2021 (2 Month Notice), for a rent reduction, for regular repairs to the rental unit, site or property, and for an order directing the landlord to comply with the Act, regulation or tenancy agreement.

The tenant was provided with a copy of 2 Notices of Dispute Resolution Hearing dated December 6, 2021 and December 8, 2021 (Notices of Hearing). The tenant, however, did not attend the hearing set for today, January 27, 2022 at 11:00 a.m. Pacific Time. The phone line remained open for 20 minutes and was monitored throughout this time. The only party to call into the hearing was the owner of the corporate landlord company, DM (landlord).

Preliminary and Procedural Matters

The landlord was informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The landlord was also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the landlord was informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. The landlord had no questions about my direction pursuant to RTB Rule 6.11.

In addition, the landlord confirmed their email address at the outset of the hearing and stated that they understood that the decision and any applicable orders would be emailed to them. The decision only will be sent via email to the tenant.

Pursuant to section 64(3)(c) of the Act the name of the landlord was amended to the corporate numbered company name given that the owner of the numbered company, DM, testified that the numbered company purchased the rental unit as of December 1, 2021. In addition, the address of the rental unit address was corrected as one of the two applications contained a spelling error and did not name the exact address as listed on the tenancy agreement.

Analysis

Following the 10-minute waiting period, **the application of the tenant was dismissed without leave to reapply** pursuant to sections 7.1 and 7.3 of the RTB Rules, as the applicant failed to attend the hearing and the agents for the landlord respondent did attend.

The landlord testified that the tenant failed to pay rent of \$1,800.00 for December 2021 and continues to occupy the rental unit. The landlord confirmed that the tenant paid \$1,800.00 for January 2022 for use and occupancy. The effective vacancy date listed on the 10 Day Notice was December 17, 2021.

Section 55(1) of the Act applies and states:

Order of possession for the landlord

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.**

[emphasis added]

I have reviewed the 10 Day Notice and find it complies with section 52 of the Act. I also find the 10 Day Notice is valid based on the undisputed testimony of the landlord. Therefore, I find the tenancy ended based on the unpaid rent of \$1,800.00 due December 1, 2021 and on the effective vacancy date listed on the 10 Day Notice which

was December 17, 2021. As the 2 Month Notice effective vacancy date was January 31, 2022, I find the 2 Month Notice is now moot and did not result in the end of the tenancy and that no compensation is owed based on the 2 Month Notice as it is moot. I will not consider the 2 Month Notice further as a result.

Pursuant to section 55 of the Act, I grant the landlord an order of possession effective **January 31, 2022 at 1:00 p.m.** I have used this date as the landlord confirmed that the tenant has paid for use and occupancy for January 2022.

The tenancy ended on December 17, 2021.

Section 55(1.1) 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]

Based on the undisputed testimony of the landlord, I grant the landlord **\$1,800.00** for unpaid December 2021 rent pursuant to section 67 and 55(1.1) of the Act.

Conclusion

The two applications of the tenant are dismissed without leave to reapply.

The tenancy ended on December 17, 2021. The landlord has been granted an order of possession effective January 31, 2022 at 1:00 p.m. This order must be served on the tenant and then may be filed in the Supreme Court of British Columbia and enforced as an order of that court.

The landlord is granted \$1,800.00 for unpaid rent for December 2021. The monetary order will be emailed to the landlord only for service on the tenant. Should the landlord require enforcement of the monetary order, the order must be first served on the tenants with a demand for payment letter and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

The tenant may be held liable for the costs associated with enforcing the order of possession and the monetary order.

This decision will be emailed to both parties.

The order of possession and the monetary order will be emailed to the landlord only for service on the tenant.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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: January 27, 2022

Residential Tenancy Branch