



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNR, LRE, OLC**

Introduction

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the “Act”) for:

- An order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent/Utilities pursuant to sections 46 and 55;
- An order suspending the landlord’s right to enter the rental unit pursuant to section 70; and
- An order for the landlord to comply with the Act, regulations or tenancy agreement pursuant to section 62.

The applicant/tenants did not attend this hearing, although I left the teleconference hearing connection open until 9:45 a.m. to enable the tenants to call into this teleconference hearing scheduled for 9:30 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord testified that she was not served with the tenant’s application for dispute resolution. A copy of the application for dispute resolution was emailed to the landlord by the Residential Tenancy Branch when she had called the branch asking whether her notice to end tenancy was disputed.

The landlord testified that the tenant had vacated the rental unit on February 15, 2022.

Background and Evidence

The landlord testified that rent was set at \$1,450.00 per month payable on the last day of the previous month. She is holding the tenant’s security deposit of \$750.00. The

tenant paid rent for the month of October, but did not pay rent for November, December, January or February. The tenant vacated the rental unit on February 15, 2022.

Analysis

The tenant filed an application for dispute resolution seeking to cancel the Notice to End Tenancy on December 9, 2021. The tenant did not attend the hearing of this application. The landlord, who was in attendance, testified that the tenant had moved out of the rental unit as of February 15, 2022. Based on this evidence from the landlord, I find that the tenant accepted the validity of the Notice to End Tenancy or otherwise agreed to terminate the tenancy and, the tenant's application seeking to cancel the Notice to End Tenancy is dismissed on this basis. As such, it is not necessary for me to determine on the merits whether the Notice to End tenancy was valid and I make no findings with respect to its validity. As the tenant has already moved out of the rental unit, it is not necessary for an order of possession to be granted.

The landlord gave undisputed testimony to satisfy me the tenant did not pay rent for the months of November, December, January and half of February. Pursuant to section 55(1.1), I grant the landlord a monetary order for the unpaid rent as the tenant's application to dispute the notice to end tenancy for unpaid rent was dismissed.

The landlord continues to hold the tenant's security deposit in the amount of \$750.00. In accordance with the offsetting provisions of section 72, the landlord may retain the tenant's security deposit in partial satisfaction of the monetary order.

Item	Amount
November rent	\$1,450.00
December rent	\$1,450.00
January rent	\$1,450.00
February rent	\$725.00
Less security deposit	(\$750.00)
total	\$4,325.00

Conclusion

I order that the tenancy ended on February 15, 2022, the date the tenancy vacated the rental unit pursuant to section 44(1)(f) of the Act.

I issue a monetary order in the landlord's favour in the amount of **\$4,325.00**. The tenant must be served with this Order as soon as possible. Should the tenant fail to comply

with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and 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: March 25, 2022

Residential Tenancy Branch