



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pacific Quorum Properties
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR-MT, FFT

Introduction

This review hearing was reconvened from the original hearing on March 17, 2022 that had been convened in response to an application by the Tenants pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy – Section 46;
2. An Order for more time to cancel the notice to end tenancy - Section 66; and
3. An Order to recover the filing fee for this application - Section 72.

It is noted that neither Tenants appeared at the original review hearing but were represented by an agent. After the adjournment of the original review hearing both Parties were sent an interim decision and notice of reconvened hearing. This reconvened hearing was set for a conference call hearing at 11:00 a.m. on this date. The line remained open while the phone system was monitored for ten minutes during which the Tenants did not call into this reconvened hearing. The Landlord appeared and was ready to proceed. It was confirmed that the correct call-in numbers and participant codes were provided in the notice of reconvened hearing to both Parties. As the Tenants did not attend to pursue the application, **their application is dismissed without leave to reapply.**

Preliminary Matters

At the original hearing the Landlord stated that the Tenant was given the evidence package by email on January 7, 2022. The Tenant made a submission through its agent that they may have received the Landlord's evidence.

The Landlord states that they did not receive any evidence from the Tenant until March 29, 2022 and that the contents of that package were primarily a copy of the Landlord's evidence. The Landlord states that they served additional evidence to the Tenant by posting the evidence on the Tenant's door on March 31, 2022.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to unpaid rent?

Background and Evidence

The tenancy under written agreement started on July 15, 2021 on a fixed term to end July 31, 2022. Rent of \$2,650.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$1,325.00 as a security deposit. The Tenants failed to pay rent for August, September, October and November 2021 and on November 10, 2021 the Landlord served the Tenant with a 10-day notice to end tenancy for unpaid rent dated November 10, 2022 (the "Notice") by posting the Notice on the door and by registered mail. The tracking number for this registered mail is set out on the cover sheet of this decision. The Notice sets out an effective date of November 15, 2021 and for unpaid rent of \$10,568.00 due November 1, 2021.

The Tenants have not moved out of the unit and have not paid the rent set out on the Notice or any further rents.

Analysis

Section 55(1) provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, an order of possession must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenant's application is dismissed or the landlord's notice is upheld. Section 52 of the Act provides that in order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

Section 55(1.1) of the Act provides that 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.

Considering that the required form and content is contained on the Notice and given the dismissal of the Tenants' application I find that the Landlord is entitled to an order of possession. I make that order effective two days after service of the Order on the Tenants. For the same reasons I find that the Landlord is entitled to a monetary order for the unpaid rent set out on the Notice of **\$10,568.00**. The Landlord remains at liberty to make a claim for any further unpaid rents. As the Landlord is holding a security deposit of **\$1,325.00**, I deduct this amount from the entitlement leaving **\$9,243.00** owed to the Landlord.

Conclusion

The Tenants' application is dismissed without leave to reapply.

I grant an Order of Possession to the Landlord effective two days after its service on the Tenants. The Tenants must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I order that the Landlord retain the **deposit** and interest of \$1,325.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$9,243.00**. If necessary, this order may be filed in the Small Claims 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 Act.

Dated: April 5, 2022

Residential Tenancy Branch