



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR CNL-MT

Introduction

This hearing dealt with an Application for Dispute Resolution (application) by the tenant seeking remedy under the *Residential Tenancy Act* (Act) to cancel a 10 Day Notice for Unpaid Rent or Utilities dated February 4, 2022 (10 Day Notice) and for more time to apply to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property dated January 18, 2022 (2 Month Notice).

The tenant was provided with a copy of the Notice of a Dispute Resolution Proceeding dated February 16, 2022 (Notice of Hearing). The tenant, however, did not attend the hearing set for this date, May 16, 2022 at 11:00 a.m. Pacific Time. The phone line remained open for 20 minutes and was monitored throughout this time. The only person to call into the hearing was landlord, MA (landlord), who was ready to proceed.

Preliminary and Procedural Matter

The landlord confirmed their email address and was advised that the decision and any applicable orders would be emailed to them.

Background and Evidence

The effective vacancy date listed on the 2 Month Notice was May 1, 2022 while the effective vacancy date on the 10 Day Notice was February 15, 2022. The landlord testified that the 10 Day Notice was served by an agent personally on the tenant on February 4, 2022. The amount of \$1,160.00 is listed as being owed on February 1, 2022. The landlord testified that the tenancy began on October 1, 2021 and that monthly rent was \$1,160.00 per month and due on the first day of each month.

In addition, the landlord requested unpaid rent of \$3,840.00 comprised of \$360.00 owing for December 2021, and \$1,160.00 for each of the months of February 2022, March 2022 and April 2022. The landlord affirmed that the tenant finally vacated the rental unit on April 29, 2022.

The landlord testified that the tenant has not provided their written forwarding address to the landlord and does not wish to offset any amount owing with the tenant's security deposit as a result.

Analysis

Residential Tenancy Branch (RTB) Rules of Procedure (Rules) 7.1, 7.3 and 7.4 apply and state:

7.1 Commencement of the dispute resolution hearing

The dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator.

7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

7.4 Evidence must be presented

Evidence must be presented by the party who submitted it, or by the party's agent. If a party or their agent does not attend the hearing to present evidence, any written submissions supplied may or may not be considered.

Given the above and following the 10-minute waiting period, the application of the tenant was **dismissed without leave to reapply**. This decision does not extend any applicable time limits under the Act. The respondent attended the hearing, yet the applicant tenant did not attend the hearing to present the merits of their application.

As the filing fee was already waived, it is not granted.

Section 55(1.1) of the Act 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]

Pursuant to section 55(1.1) of the Act, I grant the landlord **\$3,840.00** for unpaid rent of as claimed. I find the tenancy ended February 15, 2022, the effective vacancy date of the 10 Day Notice. I find the 2 Month Notice is of no weight as the tenancy did not end by way of the 2 Month Notice.

Conclusion

The application is dismissed in full without leave to reapply.

The landlord is granted a monetary order of \$3,840.00 for unpaid rent as claimed. The monetary order will be emailed to the landlord only for service on the tenant, if necessary. Should the landlord require enforcement of the monetary order, the order must be first served on the tenant with a demand for payment letter and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. I caution the tenant that they can be held liable for all costs related to enforcement of the monetary order.

This decision will be emailed to both parties at the email addresses confirmed by the landlord and the email address for the tenant provided in the tenant's application.

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: May 16, 2022

Residential Tenancy Branch