



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR, MNDCT, DRI-ARI-C, LRE, RR, OLC, FFT

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling two notices to end tenancy - Section 46 and 47;
2. A Monetary Order for compensation - Section 67;
3. A n Order in relation to a rent increase - Section 43;
4. An Order restricting the Landlord’s entry - Section 70;
5. An Order for a rent reduction - Section 65;
6. An Order for the Landlord’s compliance - Section 62; and
7. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing to pursue the claims in their application. I therefore dismiss the Tenant’s application. The Landlord was given full opportunity to be heard, to present evidence and to make submissions. The Landlord confirms that in a previous decision dated March 25, 2022 the Landlord was granted an order of possession and that the Tenant has moved out of the unit.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for unpaid rent?

Background and Evidence

The tenancy under written agreement started February 1, 2022. Only Tenant RG is named as a tenant on the tenancy agreement. Rent of \$3,300.00 was payable on the 30th day of each month. At the outset of the tenancy the Landlord collected \$1,650.00 as a security deposit. The Tenant failed to pay rent for February 2022 and on March 1, 2022 the Landlord served the Tenant in person with a 10-day notice to end tenancy for unpaid rent dated March 1, 2022 (the "Notice"). The Notice sets out unpaid February 2022 rent of \$3,300.00.

Analysis

Section 55 of the Act provides, inter alia, that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy for unpaid rent the director must grant an order requiring the payment of the unpaid rent where:

- the landlord's notice to end tenancy complies with section 52 *[form and content of notice to end tenancy]*, and
- the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

As the Tenant's application to dispute the Notice has been dismissed and as the Notice complies in form and content, I find that the Landlord is entitled to the unpaid rent of \$3,300.00 as set out on the Notice. Deducting the security deposit plus zero interest of \$1,650.00 leaves \$1,650.00 owed to the Landlord. As only Tenant RG is the named tenant on the tenancy agreement, I make the monetary order in this person's name alone.

Conclusion

The Tenant's application is dismissed.

I order that the Landlord retain the **deposit** and interest of \$1,650.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act

for the balance due of **\$1,650.00**. 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: June 14, 2022

Residential Tenancy Branch