



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 2400 MOTEL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, OLC, MNDC, RP, MNR, DRI

Introduction, Preliminary and Procedural Matters –

This telephone conference call hearing was convened as the result of the tenant's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act). The tenant applied for an order cancelling the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (Notice) issued by the landlord, an order requiring the landlord to comply with the Act, regulations, or tenancy agreement, compensation for a monetary loss or other money owed, an order requiring the landlord to make repairs, a monetary order for unpaid rent, and to dispute a rent increase that is above the amount allowed by law.

The hearing began as scheduled at 11:00 a.m. Pacific Time on Friday, July 8, 2022, and the telephone system remained open and was monitored for 21 minutes.

During this time, the applicant/tenant did not dial into the telephone conference call hearing; however, the landlords were present and ready to proceed with the hearing.

The landlords was affirmed and provided their testimony.

Rules 7.3 and 7.4 of the Rules of Procedure provides as follows:

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.

Accordingly, in the absence of any evidence or submissions from the tenant, **I order the application dismissed, without leave to reapply.**

Additionally, the tenant listed CM as the landlord; however, the filed documents, including the tenancy agreement, shows the landlord being a business name. I therefore find it necessary to amend the tenant's application to include the business name.

Issue(s) to be Decided

Is the landlord entitled to an order of possession of the rental unit?

Background and Evidence

The tenancy began on or about January 14, 2022, for a monthly rent of \$2,400. Filed in evidence was a copy of the tenancy agreement.

The landlord submitted that at the time the tenant filed their application seeking cancellation of the 10 Day Notice, they had not yet served the tenant with a Notice. Instead, the tenant was served a 10 Day Notice shortly after. Neither party provided a copy of the first 10 Day Notice.

Additionally, the landlord submitted evidence that shows the tenant was served another 10 Day Notice, dated June 8, 2022, listing an effective date of June 20, 2022. The landlord said they served the 10 Day Notice to the tenant by handing the document to an adult male who apparently lived in the rental unit, on June 8, 2022.

The landlord and the tenant filed a copy of the June 2022 Notice, which listed the amount of unpaid rent of \$3,279.82.

The landlord submitted that the tenant has not paid any rent since the date of the first Notice, or April 28, 2022.

The landlord submitted that as of the date of the hearing, the tenant owed in excess of \$7,200, but they also said they do not want, or were interested in, a monetary award. Instead, the landlord said they only want an order of possession of the rental unit as the tenant remains living in the rental unit.

Analysis and Conclusion

Order of possession of the rental unit –

Given the above and after reviewing a copy of the Notice, which had an effective vacancy date of June 20, 2022, and which I find complies with section 52 of the Act as to form and content, pursuant to section 55(1) of the Act, I must grant an order of possession of the rental unit to the landlords.

I therefore grant the landlords an order of possession of the rental unit effective and enforceable **two (2) days after service on the tenant**.

Should the tenant fail to vacate the rental unit pursuant to the terms of the order after being served, this order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court.

The tenant is **cautioned** that costs of such enforcement, **including bailiff fees**, are recoverable from the tenant.

Conclusion

The tenant's application is dismissed without leave to reapply as they failed to attend the hearing.

The landlords have been granted an order of possession of the rental unit effective two (2) days after service on the tenant as I have dismissed the tenant's application and the landlords submitted sufficient evidence to support the 10 Day Notice.

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*. Pursuant to section 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: July 08, 2022