



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

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## **DECISION**

Dispute Code: CNR

### **Introduction**

The tenant seeks to cancel a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") under section 46(4)(b) of the *Residential Tenancy Act* ("Act").

A dispute resolution hearing was convened on Tuesday, September 20, 2022 at 9:30. Only one of the landlords (M.S.) attended the hearing, and he was affirmed. The tenant did not attend the hearing which ended at 9:37 AM.

### **Issues**

1. Is the tenant entitled to an order cancelling the Notice?
2. If not, are the landlords entitled to an order of possession and a monetary order?

### **Background and Evidence**

The tenancy began March 18, 2022. Monthly rent is \$2,000.00 and this is due on the first day of the month. There is a security deposit of \$1,000.00 and a pet damage deposit of \$500.00, and both deposits are held in trust by the landlords pending the outcome of this application. There is a copy of a written tenancy agreement in evidence, along with a copy of the Notice.

The landlord testified that the tenant has not paid rent for June, July, August, and September 2022. As of September 1, the tenant owes \$8,000.00 in rent arrears. The landlord further testified that they served the Notice by posting it on the door of the rental unit on June 7, 2022. The tenant filed their application for dispute resolution on June 11, 2022.

### **Analysis**

Section 26 of the Act states that a tenant must pay rent when it is due under the tenancy agreement unless the tenant has a right to deduct all or a portion of the rent.

A landlord may end a tenancy if rent is unpaid on any day after the rent is due, by issuing a 10 Day Notice to End Tenancy for Unpaid Rent (section 46(1) of the Act).

Here, the tenant did not pay rent on June 1 (or at any time thereafter) and the landlords issued the Notice in compliance with the Act.

Section 55(1) of the Act states that

If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

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

In this dispute, having reviewed a copy of the Notice, it is my finding that the notice to end tenancy complies with section 52 of the Act in form and content. Further, the landlord's sworn, undisputed oral evidence persuades me to find, on a balance of probabilities, that the tenant has not paid rent since June 2022. As such, I both dismiss the tenant's application and uphold the landlords' Notice.

Consequently, the landlords are granted an order of possession of the rental unit and the tenancy is ended effective immediately.

This application is in relation to a landlord's notice to end tenancy under section 46 of the Act, and the circumstances in subsection 55(1)(a) and (b) apply. Therefore, pursuant to section 55(1.1) of the Act, the landlords are granted an order requiring the tenant to pay unpaid rent in the amount of \$8,000.00.

Pursuant to section 38(4)(b) of the Act the landlords are authorized and ordered to retain the tenant's security and pet damage deposits (\$1,500.00) as partial satisfaction of the amount awarded. The balance of the award is granted by way of a monetary order. A copy of this monetary order is issued in conjunction with this decision, to the landlords. Both the order of possession and the monetary order must be served by the landlords upon the tenant.

Conclusion

**IT IS HEREBY ORDERED THAT:**

1. The tenant's application is dismissed, without leave to reapply.
2. The landlords are granted an order of possession, a copy of which must be served upon the tenant. The tenant must vacate the rental unit with 48 hours.
3. The landlords are granted a monetary order for \$6,500.00, a copy of which must be served upon the tenant. The landlords may enforce the monetary order in the Provincial Court of British Columbia (Small Claims Court).

This decision is final and binding, except where otherwise permitted under the Act, and is made on delegated authority under section 9.1(1) of the Act.

Dated: September 20, 2022

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Residential Tenancy Branch