



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Code CNR

This hearing was convened as a result of the Tenant's Application for Dispute Resolution made on August 12, 2022. The Tenant applied for an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated August 9, 2022 (the 10 Day Notice), pursuant to the Residential Tenancy Act (the Act).

The Landlord attended the hearing and provided affirmed testimony. The Tenant did not attend the hearing. However, HG attended the hearing and identified herself as an observer on the Tenant's behalf. HG stated she has not been able to contact the Tenant. Otherwise, HG did not make submissions or provide evidence on the Tenant's behalf. No objection to the attendance of HG was submitted by the Landlord. In the absence of any evidence to the contrary, I accept that the Tenant's name is as it appears in the Tenant's application.

As the Tenant did not attend the hearing at the appointed date and time, I order that the Tenant's application is dismissed without leave to reapply.

Section 55(1) confirms that when a tenant's application to cancel a notice to end tenancy is dismissed and the notice to end tenancy complies with the form and content requirements of section 52 of the Act, the director must grant to the landlord an order of possession of the rental unit.

As noted above, I have found that the Tenant's application to cancel the 10 Day Notice is dismissed without leave to reapply. A copy of the 10 Day Notice was submitted into evidence. The 10 Day Notice is signed and dated, gives the address of the rental unit, states the effective date, states the grounds for ending the tenancy, and is in the

approved form. Therefore, I find the 10 Day Notice complies with the form and content requirements of section 52 of the Act. As a result, pursuant to section 55(1) of the Act, I grant the Landlord an order of possession which will be effective two days after it is served on the Tenant.

In addition, section 55(1.1) confirms that when a tenant's application to cancel a notice to end tenancy for unpaid rent or utilities is dismissed and the notice to end tenancy complies with the form and content requirements of section 52 of the Act, the director must grant an order requiring the payment of the unpaid rent

The Landlord testified that the tenancy began many years ago, before he purchased the rental property. He testified that rent of \$525.00 per month is due on the first day of each month, and that the Tenant paid a security deposit of \$263.00.

The Landlord testified that rent of \$2,100.00 was unpaid at the time the 10 Day Notice was issued. Although the Landlord testified that the Tenant paid \$2,100.00 on August 25, 2022, he has received no other payments. Accordingly, rent of \$1,050.00 is currently outstanding.

As noted above, I have found that the Tenant's application to cancel the 10 Day Notice is dismissed without leave to reapply and that the 10 Day Notice complies with the form and content requirements of section 52 of the Act. I am also satisfied that rent of \$1,050.00 remains unpaid. Therefore, pursuant to section 55(1.1) of the Act, I grant the Landlord a monetary order for \$1,050.00 for unpaid rent to October 31, 2022.

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.

Dated: October 12, 2022

Residential Tenancy Branch