



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FIRST SERVICE RESIDENTIAL BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

On December 19, 2022, the Tenant made an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated December 14, 2022.

This matter was set for hearing by telephone conference call at 9:30 am on this date. The Landlord’s agent attended the hearing; however, the Tenant did not. The line remained open while the phone system was monitored for twenty minutes, and the Tenant did not call into the hearing during this time. Therefore, as the Applicant did not attend the hearing by 9:50 am, I dismiss the claim without leave to reapply.

The Landlord confirmed that the Landlord was served with the Notice of Dispute Resolution proceeding on December 20, 2022. The Landlord was provided with an opportunity to ask questions about the hearing process. She was provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure, however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to an order of possession for the rental unit and a monetary order for unpaid rent?

Background and Evidence

The Landlord testified that the tenancy began on May 1, 2021, as a one-year fixed term tenancy that continued thereafter on a month to month basis. Rent in the amount of \$1,875.00 was due to be paid to the Landlord by the first day of each month. The rent increased to \$1,903.13 as of May 1, 2022. The Tenant paid the Landlord a security deposit of \$937.50. The Tenant provided a copy of the tenancy agreement and the 10 Day Notice when he applied for dispute resolution.

The Landlord testified that the Tenant moved out of the rental unit at the end of December 2022 prior to this dispute hearing. The Landlord is not seeking an order of possession for the rental unit.

The Landlord testified that the Tenant failed to pay the rent when it was due under the tenancy agreement. The Landlord testified that the Tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on December 14, 2022. The 10 Day Notice states that the Tenant has failed to pay rent in the amount of \$5,671.04 which was due on November 1, 2022. The 10 Day Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice.

The Tenant disputed the 10 Day Notice on December 19, 2022 but moved out and failed to attend the hearing.

The Landlord testified that the Tenant owes rent for the Months of September 2022, October 2022, and December 2022. The Landlord provided a rent payment ledger showing that the Tenant owes a balance of \$5,671.04 in unpaid rent.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the Tenant failed to pay the rent due under the tenancy agreement.

I find that the Landlord issued the 10 Day Notice to the Tenant and the Tenant disputed the Notice but failed to attend the hearing. The Tenant's application to cancel the 10 Day Notice dated December 14, 2022, is dismissed.

Under section 55 of the Act, when a Tenants Application to cancel a notice to end tenancy is dismissed and I am satisfied that the notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the Landlord an

order of possession and a monetary order for the unpaid rent. I find that the 10 Day Notice complies with the requirements for form and content and I find that the Landlord is entitled to an order of possession and a monetary order for unpaid rent. The Landlord declined the offer of an order of possession.

I find that the Tenant failed to pay the rent due under the tenancy agreement and the Landlord is entitled to a monetary order for unpaid rent in the amount of \$5,671.04. I grant the Landlord a monetary order in the amount of \$5,671.04.

Conclusion

The Tenant failed to pay the rent due under the tenancy agreement within five days of receiving a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. The Tenant disputed the 10 Day Notice but failed to attend the hearing.

The Landlord is granted a monetary order for unpaid rent in the amount of \$5,671.04.

his 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: January 17, 2023

Residential Tenancy Branch