



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cortin Holdings Ltd
and [tenant name suppressed to protect privacy]

DECISION

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 a notice to end tenancy - Section 46;
2. An Order for compensation - Section 67; and
3. An Order for the Landlord’s compliance - Section 62.

The Tenant did not attend the hearing that commenced at 11:00 a.m. and ended at 11:18 a.m. on this date. As the Tenant did not attend the hearing to pursue their application, I dismiss the application without leave to reapply. The Landlords were given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

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

Background and Evidence

The tenancy under written agreement started June 1, 2022. Rent of \$531.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected a security deposit of \$265.50. The Tenant failed to pay rent for September 2022 and on September 7, 2022 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent dated September 7, 2022 (the “Notice”). The Tenant has not moved out of the unit and has not paid any further rent to and including January 2023.

The Landlord corrects the spelling of the Landlord's name as set out in the Tenant's application by changing the first letter of the first name from "C" to "F".

Analysis

Section 55(1) provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, an order of possession and a monetary order for unpaid rent must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenant's application is dismissed or the landlord's notice is upheld. Section 52 of the Act provides that in order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

Given the copy of the Notice provided as evidence by the Tenant with details confirmed by the Landlord, I find that the Notice complies in form and content. Given the Landlord's undisputed evidence of unpaid rent I find that the Notice is valid. The Landlord is therefore granted an order of possession. Based on the undisputed evidence of unpaid rent to and including January 2023 I find that the Landlord is entitled to a monetary order for \$2,655.00 for this unpaid rent. Given the undisputed Landlord's evidence of a spelling error, I set out the Landlord's correct name on this Decision and the orders, as provided by the Landlord.

Conclusion

The Tenant's application is dismissed.

I grant an Order of Possession to the Landlord effective 2 days after its service on the Tenant. The Tenant must be served with this **Order of Possession**. Should the

Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I grant the Landlord an order under Section 67 of the Act for **\$2,655.00**. 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: January 30, 2023

Residential Tenancy Branch