



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pure Living Bond Street LP
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 two notices to end tenancy for unpaid rent - Section 46;
2. A Monetary Order for compensation - Section 67;
3. An Order for a rent reduction - Section 65;
4. An Order for repairs - Section 32;
5. An Order for the provision of facilities and services - Section 65;
6. An Order restricting the Landlord’s entry - Section 70;
7. An Order for the Landlord to comply - Section 62; and
8. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing to pursue the application. I therefore dismiss the application. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to unpaid rent?

Background and Evidence

The tenancy started on December 1, 2021. Rent of \$2,200.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$1,100.00 as a security deposit and \$1,100.00 as a pet deposit. The Tenant owed arrears and failed to

pay the rent for December 2022. On December 17, 2022 the Landlord gave the Tenant a 10-day notice to end tenancy for unpaid rent dated December 17, 2022 (the "Notice") by placing the Notice in the mailbox. The Notice sets out unpaid rent of \$4,796.60 due December 1, 2022. On December 27, 2022 the Tenant paid \$2,970.00 towards this rent leaving \$1,826.60 owing. The Tenant failed to pay these remaining arrears and paid no rent for January 2023. On January 19, 2023 the Landlord served the Tenant with another 10-day notice to end tenancy for unpaid rent dated January 19, 2023 (the "2nd Notice") by placing the 2nd Notice in the mailbox. The 2nd Notice sets out unpaid rent of \$4,370.02 for rents owed as of the date of the 2nd Notice however this amount is an error and should read unpaid rent of \$4,026.60. The Tenant has not paid this amount and has not moved out of the unit. The Landlord asks for an order of possession for as early as possible.

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 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 55(1.1) of the Act provides that if an application referred to in subsection (1) is in relation to a landlord's notice to end a tenancy under section 46 [*landlord's notice: non-payment of rent*], and the circumstances referred to in subsection (1) (a) and (b) of this section apply, the director must grant an order requiring the payment of the unpaid rent. 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.

Considering that the required form and content is contained both the Notice and the 2nd Notice and given the dismissal of the Tenant's application I find that the Landlord is entitled to an order of possession and a monetary order for the unpaid rent of **\$4,026.60** as owed to and including January 2023.

Conclusion

I grant an Order of Possession to the Landlord effective two days after service of the Order of Possession. 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 **\$4,026.60**. 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: February 21, 2023

Residential Tenancy Branch