



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding 1268180 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, RP, OLC

Introduction, Preliminary and Procedural Matters –

This telephone conference call hearing was convened as the result of the tenant's application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act). The tenant applied for an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (Notice) issued by the landlord, an order requiring the landlord to make repairs to the rental unit, and an order requiring the landlord to comply with the Act, regulations, or tenancy agreement.

The hearing began as scheduled at 9:30 a.m. Pacific Time on Monday, March 27, 2023, and the telephone system remained open and was monitored for 10 minutes.

During this time, the applicant/tenant did not dial into the telephone conference call hearing; however, the landlord/owners were present. The landlord confirmed receiving the tenant's application.

Although the tenant listed one of the owners, KP, as the respondent, the landlord's name on the written tenancy agreement and the Notice listed a BC LTD company. As a result, I have added that name to the cover page and any resulting orders made in this matter.

The landlords were affirmed and provided their testimony.

Rules 7.3 and 7.4 of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) provides as follows:

7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

7.4 Evidence must be presented

Evidence must be presented by the party who submitted it, or by the party's agent.

If a party or their agent does not attend the hearing to present evidence, any written submissions supplied may or may not be considered.

Accordingly, in the absence of any evidence or submissions from the tenant at the hearing, **I order the tenant's application dismissed, without leave to reapply.**

Issue(s) to be Decided

Is the landlord entitled to an order of possession of the rental unit and a monetary order consisting of unpaid monthly rent?

Background and Evidence

The tenancy began on October 1, 2022, and monthly rent is \$950 payable on the first day of the month, according to the written tenancy agreement, filed in evidence.

Filed in evidence was the Notice, which was dated November 3, 2022, listing an effective move-out date of November 13, 2022, and unpaid rent of \$950 owed as of November 1, 2022. The landlord said that they served the tenant by email, as they had the tenant's written approval to serve documents in that manner.

The tenant, in their application, said they received the Notice on November 3, 2022,

The landlord submitted that the tenant paid \$475 on November 14, 2022, and \$475 on November 22, 2022. Additionally, in December 2022, the tenant paid only \$800, and nothing at all in January, February, or March 2023. The landlord submitted that as of the day of the hearing, the tenant owed a total amount of \$3,000 in unpaid rent, and remains living in the rental unit.

Analysis and Conclusion

Order of possession of the rental unit –

Given the above dismissal of the tenant's application and after reviewing a copy of the Notice, which had an effective vacancy date of November 13, 2022, and which I find complies with section 52 of the Act as to form and content, pursuant to section 55(1) of the Act, I must grant an order of possession to the landlord.

I therefore grant the landlord an order of possession of the rental unit effective and enforceable **two (2) days after service on the tenant**.

Should the tenant fail to vacate the rental unit pursuant to the terms of the order after being served, this order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court.

The tenant is **cautioned** that costs of such enforcement, **including bailiff fees**, are recoverable from the tenant.

Monetary order –

I find that the landlord submitted sufficient, undisputed evidence to show that the tenant did not pay the full amount of monthly rent listed on the Notice until November 22, 2022, partial rent payments totalling \$800 in December 2022, and did not pay any rent in 2023.

I find the landlord submitted sufficient evidence that as of the day of the hearing, the tenant owed a total of \$3,000 in outstanding monthly rent.

55(1.1) 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.**

Pursuant to section 55(1.1) of the Act, I order the tenant to pay the landlord the amount of \$3,000, which is the total amount of unpaid monthly owing as of the date of the hearing.

As a result, I grant the landlord a monetary order for the amount of their monetary award of \$3,000. Should the tenant fail to pay the landlord this amount without delay after being served the order, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court.

The tenant is **cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The tenant's application is dismissed without leave to reapply as they failed to attend the hearing to provide evidence.

Due to the dismissal of the tenant's applications for dispute resolution and the landlord's undisputed evidence, the landlord has been granted an order of possession of the rental unit effective two (2) days after service on the tenant.

The landlord is granted a monetary order in the amount of \$3,000 for a total amount of unpaid rent owed as of the date of the hearing.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: March 27, 2023

Residential Tenancy Branch