



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **CNR, CNC, DRI-ARI-C, OLC, FFT, OPR, MNRL-S, MNDCL-S, FFL**

Introduction

This hearing was convened by way of conference call in response to cross Applications for Dispute Resolution filed by the parties pursuant to the Residential Tenancy Act (the "Act") for Orders as follows:

The tenants applied as follows:

- For cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent ("10 Day Notice") pursuant to section 46 of the Act
- For cancellation of the landlords' One Month Notice to End Tenancy for Cause ("One Month Notice") pursuant to section 47 of the Act
- Cancellation of an additional rent increase for capital expenditures pursuant to section 41 of the Act
- For an order requiring the landlord to comply with the Act, regulations or tenancy agreement pursuant to section 62 of the Act
- For reimbursement of the filing fee pursuant to section 72 of the Act

The landlord applied as follows:

- For a monetary order for unpaid rent pursuant to section 67 of the Act
- For an order of possession pursuant to section 55 of the Act
- For a monetary order for unpaid rent/request to retain the security deposit pursuant to section 67 of the Act
- For reimbursement of the filing fee pursuant to section 72 of the Act

While landlord attended the hearing by way of conference call, the applicant tenant did not, although I waited until 9:40 am in order to enable the tenant to connect with this teleconference hearing scheduled for 9:30 am. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

Rule 7.1 of the Rules of Procedure provides as follows:

7.1 Commencement of the hearing The hearing must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

The parties confirmed they were not recording the hearing pursuant to Rule of Procedure 6.11. The parties were affirmed.

The landlord confirmed she served the 10 Day Notice dated February 4, 2023 with an effective date February 17, 2023 by posting it on the door of the rental unit on February 4, 2023. The landlord provided proof of service of the 10 Day Notice by filing the RTB-34 form in evidence. Pursuant to sections 88 and 90 of the Act I find the tenants were served on February 7, 2023.

The landlord testified that they served the dispute notice and respective materials on the tenants by registered mail sent February 15, 2023 and based on their testimony I find the tenants deemed served on February 20, 2023 in accordance with sections 88, 89 and 90 of the Act.

Preliminary Issue

This was a cross application and the landlord named two parties on her application for dispute resolution. The tenants only named one party. The tenancy agreement has two tenants listed on it. Therefore, I am satisfied that it is appropriate to amend the style of cause to include both tenants.

As the tenants did not appear, their application is dismissed without leave to reapply.

Issue(s) to be Decided

1. Is the 10 Day Notice valid and enforceable against the tenants? If so, is the landlord entitled to an order of possession?

2. Is the One Month Notice valid and enforceable against the tenants? If so, is the landlord entitled to an order of possession?
3. Is the landlord entitled to a monetary order for compensation for unpaid rent?
4. Is the landlord entitled to recover the filing fee for this application?

Background and Evidence

The tenancy commenced September 1, 2019. Rent was initially \$1,600.00 per month and raised to \$1,624.00 per month on January 1, 2022. The tenants paid a security deposit of \$800.00 and a pet deposit of \$800.00 which is still held in trust by the landlord. The landlord testified that the tenants have vacated the residence as of March 3, 2023.

The landlord testified that the tenants failed to pay rent in the amount of \$1,624.00 on December 1, 2022 but noted the tenants had a \$2.00 surplus in their account. The tenant then did not pay rent for January 2023, February 2023, and March 2023. The landlord provided a monetary order worksheet in evidence showing that the tenants currently owe \$6,494.00 in unpaid rent.

Analysis

The tenant did not appear, therefore the tenants' application for dispute resolution is dismissed. The landlord testified that the tenants have vacated the rental unit as of March 3, 2023 therefore they no longer require an order of possession for the rental unit. The landlord stated that she is still seeking a monetary order for unpaid rent and the landlord's application for an order of possession is dismissed..

I am satisfied based on the landlord's evidence including the monetary order worksheet that was provided in evidence that the tenants failed to pay rent in December 2022, and January through March 2023. I find that the landlord kept accurate records of the amount of rent owing, even recognising that the tenants had a small rent surplus in their account. I find that the landlord is entitled to compensation for unpaid rent of \$6,494.00.

As the landlord was successful in their application, they are entitled to recover the filing fee for the application.

Conclusion

The landlord is granted a monetary order as follows:

Claim	Amount
Rent	\$6,494.00
Filing fee	\$100.00
Less security and pet deposit	(\$1,600.00)
Total	\$4,994.00

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: March 14, 2023

Residential Tenancy Branch