



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNR

Introduction

On December 7, 2022 the tenant applied for an order cancelling two 10 Day Notices to End Tenancy for Unpaid Rent pursuant to section 46(4)(b) of the *Residential Tenancy Act* (the “Act”).

The landlord attended the hearing. No one dialled in on behalf of the tenant at any point during the hearing, which lasted from 9:30 A.M. to 9:55 A.M. The landlord also called witness D.S. to provide testimony during the hearing.

Issue(s) to be Decided

1. Is the tenant entitled to an order cancelling the two 10 Day Notices to End Tenancy for Unpaid Rent?
2. If not, is the landlord entitled to an order of possession?

Background and Evidence

In reaching this decision, I have considered all relevant evidence that complied with the *Rules of Procedure*. Only the necessary oral and documentary evidence that helped resolve the issues of the dispute and explain the decision is included below.

The tenancy began March 1, 2022. Rent is \$1,140.00 due on the first date of the month. The landlord currently retains a \$570.00 security deposit. There is a copy of the written tenancy agreement in evidence.

In relation to the two 10 Day Notices to End Tenancy for Unpaid Rent, the landlord's witness D.S. testified that D.S. served the first notice to end the tenancy (the "First Notice") on December 2, 2022 in person to the tenant, who was there to receive it. All pages of the First Notice were served and submitted into evidence. The landlord's witness D.S. testified that D.S. served the second notice to end the tenancy (the "Second Notice" and, together with the "First Notice", the "Notices") on January 18, 2023 in person to the tenant, who was there to receive it. All pages of the Second Notice were served and submitted into evidence. According to the landlord's testimony, rent of \$1,140.00 is due on the first date of the month and the tenant failed to pay the rent due on October 1, 2022 (and has not paid any rent since then). The landlord affirmed that a total of \$6,840.00 is currently in arrears representing six months of unpaid rent.

Analysis

Section 26 of the Act requires tenants to pay rent on time unless they have a legal right to withhold some of the rent. Section 46(1) of the Act allows landlords to end a tenancy if the tenant does not pay rent on time by issuing a 10 Day Notice to End Tenancy for Unpaid Rent.

The landlord's undisputed evidence is that the tenant has not paid any rent since September 2022. Therefore, I find on a balance of probabilities that the Notices were given for a valid reason. I also find that the Notices comply with the form and content requirements of section 52. As a result, the tenant's application to cancel the Notices is dismissed.

Based on the above findings, the landlord is granted an order of possession under section 55(1) of the Act. A copy of the order of possession is attached to this Decision and must be served on the tenant. The tenant has two days to vacate the rental unit from the date of service or deemed service.

Since the application relates to a section 46 notice to end tenancy, the landlord is entitled to an order for unpaid rent under section 55(1.1) of the Act. Therefore, the tenant is ordered to pay \$6,840.00 in unpaid rent to the landlord.

Pursuant to sections 38 and 72 of the Act, the landlord is ordered to retain the \$570.00 security deposit as partial satisfaction of the payment order. A monetary order for the

remaining amount of \$6,270.00 is attached to this Decision and must be served on the tenant.

Conclusion

The application is dismissed without leave to reapply. The landlord is awarded an order of possession and a monetary order in the amount of \$6,270.00.

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 20, 2023

Residential Tenancy Branch