



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      CNR, FFT

### Introduction

The Tenant seeks an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”) pursuant to section 46(4)(b) of the *Residential Tenancy Act* (the “Act”). They are also seeking to recover the cost of the filing fee under section 72 of the Act.

The Respondent (Landlord) attended the hearing. The Landlord affirmed to tell the truth during the hearing and was given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

Although I waited until 9:44 A.M. to enable the Applicant (Tenant) to connect with the teleconference hearing scheduled for 9:30 A.M., the Applicant did not attend.

I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Dispute Resolution Proceeding. During the hearing, I also confirmed from the online teleconference system that the Landlord and I were the only persons who had called into this teleconference.

Rule 7.3 of the *Rules of Procedure* states that 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.

Accordingly, in the absence of any attendance at this hearing by the Tenant, I order the Tenant’s Application be dismissed without leave to reapply.

### Preliminary Issue: Amending Names of Parties

The Landlord confirmed the spelling of both the Tenant’s and their own first and last names on the Notice was correct. Incorrect spelling of the parties’ names was included

in the Application. Pursuant to section 64(3)(c) of the Act, I amend the Application to the correct names of the Tenant and the Landlord.

### Analysis

Section 55(1) of the Act states that if a tenant makes an application for dispute resolution seeking to cancel a landlord's notice to end tenancy and a) the notice to end tenancy complies with section 52 of the Act and b) the tenant's application is dismissed, then an Order of Possession must be granted to the landlord.

The Landlord testified that the Notice was served on the Tenant on February 20, 2023 by attaching to the door of the rental unit. Therefore, the Notice would have been deemed received on February 23 2023, the third day after it is attached in accordance with section 90 of the Act.

Section 53 of the Act provides that incorrect effective dates are automatically changed which is of relevance here as the effective date of the Notice should read March 5, 2023 instead of March 1, 2023.

Though the Notice omits the suite or unit number, I exercise my authority under section 68 of the Act to add "coach house" to the Notice.

Therefore, I find that the Notice does comply with the form and content requirements of section 52 of the Act and, as the Tenant's Application is dismissed, 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. It is the Landlord's obligation to serve the Order of Possession on the Tenant. If the Tenant does not comply with the Order of Possession, it may be filed by the Landlord with the Supreme Court of British Columbia and enforced as an order of that court. The Tenant has two days to vacate the rental unit from the date of service or deemed service. I find that the Tenancy ended on March 5, 2023 in accordance with the Notice.

Since the Application relates to a section 46 Notice to End Tenancy for Unpaid Rent, 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 \$3,000.00 in unpaid rent to the Landlord.

Under section 38(4)(b) of the Act, the Landlord is ordered to retain the security deposit in partial satisfaction of the payment order. A Monetary Order for the remaining amount is attached to this Decision and must be served on the Tenant. The Monetary Order is enforceable in the Provincial Court of British Columbia (Small Claims Court).

The Order is summarized below:

Item	Amount
Unpaid rent	\$3,000.00
Less: security deposit	(\$750.00)
<b>Total</b>	<b>\$2,250.00</b>

As the Tenant's Application was not successful they must bear the cost of the filing fee.

Conclusion

The Application is dismissed without leave to reapply.

**The Landlord is issued an Order of Possession.**

**The Landlord is issued a Monetary Order.**

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: March 23, 2023

---

Residential Tenancy Branch