



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Royal LePage
and [tenant name suppressed to protect privacy]

DECISION

Introduction

This hearing was convened in response to an application by the Tenants pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a one month notice to end the tenancy - Section 47;
2. An Order restricting the Landlord’s entry - Section 70; and
3. An Order for the Landlord’s compliance - Section 62.

The conference call hearing was set for 11:00 a.m. on this date. The Arbitrator called in to the hearing at the scheduled time. The line remained open while the phone system was monitored for the duration of the hearing that lasted 16 minutes. The only Party who called into the hearing during this time was the Landlord who was ready to proceed. It was confirmed that the correct call-in numbers and participant codes were provided in the Notice of Hearing to the Tenants. As the Tenants did not attend the hearing to pursue their application, I dismiss their application without leave to reapply. 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 a monetary order for unpaid rent?

Background and Evidence

The tenancy started on March 1, 2022. Rent of \$2,100.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$1,050.00 as a security

deposit. The Tenants failed to pay rent for November 2022 and on November 20, 2022 the Landlord served the Tenants with a 10-day notice to end tenancy for unpaid rent dated November 20, 2022 (the "Notice"). The Notice sets out unpaid rent of \$2,100.00. The Tenant has not paid the rent on the Notice and has not fully moved out of the unit as of this date.

Analysis

Section 55(1) and (1.1) of the Act 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 and a monetary order for the unpaid rent, 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 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.

As the Tenants' application has been dismissed, based on the Landlord's undisputed evidence and as the Notice complies with the Act, I find that the Landlord is entitled to an order of possession and a monetary order for \$2,100.00.

Conclusion

The Tenants application is dismissed.

I grant an Order of Possession to the Landlord effective two days after service on the Tenants. The Tenants 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 **\$2,100.00**. 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: April 03, 2023

Residential Tenancy Branch