



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      CNR-MT, MNDCT, LRE

### 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 compensation for monetary loss or other money owed pursuant to section 67 of the Act and to suspend or set conditions on the Landlord's right to enter the rental unit pursuant to section 70 of the Act.

The Respondent Landlord called into this teleconference at the date and time set for the hearing of this matter. 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 10:00 A.M. to enable the Applicant Tenant to connect with this teleconference hearing scheduled for 9:30 A.M., the Tenant 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 parties who had called into this teleconference.

Rule 7.1 of the *Rules of Procedure* states that a hearing will commence at the scheduled time, unless otherwise set by the Arbitrator.

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 hearing in the absence of that party or dismiss the application with or without leave to reapply.

Accordingly, in the absence of any attendance at this hearing by the Tenant or their Agent, I dismiss the Tenant's Application without leave to reapply.

### Analysis

Section 55(1) of the Act states that if a tenant applies for Dispute Resolution to dispute a landlord's notice to end tenancy, an Order of Possession must be granted if the tenant's application is dismissed, and the landlord's notice complies with the form and content requirements set out in section 52 of the Act.

A copy of the Notice was entered into evidence by both parties. I find that the Notice complies with section 52 of the Act, though the effective date is amended from March 13, 2023 to March 15, 2023 in accordance with section 53 of the Act.

During the hearing the Landlord testified that the email address they used to serve the Notice was not provided by the Tenant as an email address for service. However, I note that in their Application the Tenant confirms receipt of the Notice on March 5, 2023 which is three days after the Notice was sent and equal to when the Notice would have been deemed received under section 44 of the *Residential Tenancy Regulation*.

Therefore, I find the absence of an agreement the email address could be used for service caused little prejudice to the Tenant and find that the Notice was sufficiently served in accordance with section 71(2)(c) of the Act.

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. 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 15, 2023 in accordance with the Notice.

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 \$10,810.00 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. It is the Landlord's obligation to serve the Monetary Order 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                                   | \$10,810.00       |
| Less: security deposit and pet damage deposit | (\$1,675.00)      |
| <b>Total</b>                                  | <b>\$9,135.00</b> |

### 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: April 03, 2023

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Residential Tenancy Branch