



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

A matter regarding 322 Cambie Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with the tenant's April 5, 2023 application pursuant to the *Residential Tenancy Act* (the "**Act**") for:

- cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the Notice) pursuant to section 46.

This matter was set for hearing by telephone conference call at 9:30 A.M. on this date. The line remained open while the phone system was monitored for fifteen minutes and the only participant who called into the hearing during this time was the landlord's agent (the "Agent"). Therefore, as the tenant did not attend the hearing by 9:30 A.M., even after they received a notification from the Residential Tenancy Branch on May 13, 2023, reminding them of today's hearing, the hearing continued in their absence.

The Agent testified that they served the tenant with their evidence by registered mail on May 1, 2023. I deemed the tenant received the landlord's evidence five days after it was mailed, May 6, 2023.

Issues to be Decided

- Should the Notice be cancelled?
- If not, is the landlord entitled to an order of possession and a monetary order for unpaid rent?

Background and Evidence

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to relevant facts and information in this decision.

The landlord took over the tenancy from a previous owner but was not provided with any records of when the tenancy began. The landlord took over the building in or around 2021. Rent in the amount of \$682.00 was payable on the first of each month. No security deposit was paid by the tenant.

The tenant stated in their application that they received the Notice on April 1, 2023, which was attached to the tenant's door March 29, 2023.

The Agent testified that the tenant has not paid any rent since March 1, 2022 and owed \$8,866.00 when the Notice was served on them. Also, the Agent testified that the tenant has not paid rent since they issued the Notice, which increases the rent owed to \$10,230.00. Filed in evidence is a tenant ledger that shows the unpaid rent from March 1, 2022 to May 1, 2023 (the "Ledger").

Analysis

Based on the above, the testimony and evidence, I find that the tenant was served with the Notice in accordance with the *Act*. The Notice is included in the evidence and I find the Notice meets the form and content requirements of section 52 of the *Act*.

The undisputed evidence of the Agent is that the landlord served the tenant with the Notice because the tenant had not paid rent since March 1, 2022. Therefore, I find on a balance of probabilities that the Notice was issued for the valid reason of non-payment of rent.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the *Act*, effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I accept the undisputed testimony of the landlord that as of March 29, 2023, the date the Notice was issued, the tenant failed to pay rent in the amount of \$8,866.00. This is supported by the Ledger. The tenant did not attend the hearing to dispute the amount

owed. The Notice also clearly states the amount owed. I find the tenant breached the *Act* when they failed to pay the rent.

Further, I find that the tenant failed to pay rent for April and May 2023, which brings the total to **\$10,230.00**. I find the landlord is entitled to a monetary order for the unpaid rent, pursuant to section 55(1.1) of the *Act* in the amount of **\$10,230.00**. This order may be filed in the Provincial Court and enforced as an order of that Court.

Conclusion

I dismiss the tenant's application. The landlord is granted an order of possession and a monetary order in the above terms.

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: May 16, 2023

Residential Tenancy Branch