



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ADVANCED PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, FFT

Introduction

The tenants applied to the Residential Tenancy Branch [the 'RTB'] for Dispute Resolution. The tenants ask me for the following orders against the Respondents.

1. Cancellation of a 10-day Notice to End Tenancy, issued on or about 2 May 2023 [the 'Notice'].
2. Reimbursement for the \$100.00 filing fee for this application.

The Respondents appeared at the hearing on 29 June 2023. The tenants did not.

Preliminary Matter - Non-appearance at the Hearing

The tenants did not attend this hearing, although I left the teleconference hearing connection open throughout the hearing which commenced at 0930 hours and ended about 40 minutes later. I confirmed:

1. that the RTB sent a copy of the Notice of Hearing to the tenants on 10 May and provided the correct call-in numbers and participant codes in this Notice of Hearing;
2. that on 26 June the RTB reminded the tenants of the hearing of their application; and
3. by reviewing the teleconference system, that the landlords and I were the only ones who had called into this teleconference.

Rule 7.3 of the RTB Rules of Procedure reads:

7.3 Consequences of not attending the hearing

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.

The tenants failed to attend this hearing, but I conducted it in their absence. RTB records satisfied me that they had correctly notified the tenants of this hearing and how to participate.

Issues to be Decided

The Respondents affirmed that they no longer own the rental unit, and are accordingly no longer landlords of this unit. As a result, they are not in a position to seek an order of possession by virtue of the Notice.

This leaves me with one issue: do the tenants owe the Respondents for unpaid rent?

Background & Evidence

The Respondents affirmed the following about this tenancy:

1. rent was \$2,800.00 *per* month, due on the first day of each month;
2. the tenants only paid \$2,100.00 rent for January;
3. they paid only \$2,000.00 rent for April; and
4. this left a total of \$1,500.00 of unpaid rent.

On 2 May, the Respondents contacted the tenants about this unpaid rent, and the tenants replied that they did not 'have the energy for this' and that the Respondents should evict them.

Because of these shortfalls, the Respondents issued the Notice. In drafting this Notice on or about 4 May, the Respondents:

1. used the form approved by the RTB;
2. signed and dated the Notice;
3. recorded the address of the rental unit;
4. recorded the effective date of the Notice as 16 May 2023; and
5. stated the basis for the Notice as the tenants' failure to pay \$1,500.00 rent.

The Respondents served this Notice on the same day they drafted it by giving it to an adult who was present at the rental unit.

Analysis

Section 26 (1) of the *Residential Tenancy Act* [the 'Act'] places a positive obligation upon the tenants to pay rent, with which the tenants have not complied. The uncontroverted evidence of the Respondents is that the tenants failed in this obligation.

Section 52 of the Act tells us that for a notice to end tenancy to be effective:

1. a landlord must sign it and date it;
2. it must give the address of the rental unit, and state the effective date of the notice;
3. it must also state the grounds for ending the tenancy; and
4. it must be in an RTB form.

Based on the uncontroverted evidence at this hearing, I find the Notice is an effective one, and should be upheld.

Though this is an application by the tenants to cancel the Notice, and the tenants have not prosecuted their application, section 55 (1.1) requires that, in these circumstances, I order that the tenants pay the Respondents unpaid rent. I accept that, based on the evidence of the Respondents, that the unpaid rent is \$1,500.00.

Conclusion

I order that the tenants pay to the Respondents \$1,500.00.

The Respondents must serve this order on the tenants as soon as possible. If the tenants do not comply with my order, then the Respondents may file this order in the Small Claims Division of the Provincial Court of British Columbia. Then the Respondents can enforce my order as an order of that court.

I make this decision on authority delegated to me by the Director of the RTB *per* section 9.1(1) of the Act.

Dated: 31 July 2023