



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1107946 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

The tenants applied to the Residential Tenancy Branch [the 'RTB'] for Dispute Resolution. The tenants ask me to cancel a 10-day Notice to End Tenancy for Unpaid Rent, issued on or about 21 May 2023 [the 'Notice'].

The corporate landlords appeared at the hearing on 20 July 202 by way of an agent. The tenants did not appear.

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 at 0958 hours. I confirmed:

1. that the RTB had provided to the tenants the correct call-in numbers and participant codes in the Notice of Dispute Resolution Proceeding;
2. the RTB reminded the tenants about this hearing on 29 June 2023; 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 notified the tenants of this hearing and how to participate.

Issues to be Decided

Have the tenants paid rent?

If not, then should the tenancy end?

Background and Evidence

The landlords affirmed the following about this tenancy:

1. the tenants agreed to pay \$4,888.00 per month, due on first day of each month;
2. the tenants have paid no rent for March, April, May and June 2022;
3. nor have they paid rent for March, April, May, June, July 2023;
4. but the tenants did pay \$112.00 extra for September 2022, and \$2,000.00 extra for October 2022; and
5. this leaves a balance owing of \$36,992.00.

Because of this failure to pay rent, the landlords drafted the Notice. In drafting the Notice, the landlords:

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 18 May 2023; and
5. stated the basis for the Notice as the tenants' failure to pay rent.

The landlords served this Notice on 18 May by dropping it into the tenants' mailbox, and I note that the tenants have acknowledged service of this Notice in the filing of their application with a date of 21 May.

Analysis

Though this is an application by the tenants to cancel the Notice, and the tenants have not prosecuted their application, section 55 (1) of the *Residential Tenancy Act* [the 'Act'] still requires me to grant an order of possession if the Notice is effective.

And 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.

Accordingly, I am required to grant an order of possession.

Furthermore, section 55 (1.1) requires that, in these circumstances, I also order that the tenants pay the landlords unpaid rent for March, April, May and June 2022; and for March, April, May, June, July 2023. The landlords affirmed that (taking into account overpayments for September and October 2022) the total owing is \$36,992.00, but they are content to limit their claim to \$35,000.00. And so I make an order in that amount.

Conclusion

I make an Order of Possession in favour of the landlords. This order is effective two days after the landlords serve it upon the tenants. If the tenants or any occupant of the rental unit fails to comply with my order, then the landlords can file this order with the Supreme Court of British Columbia, and enforce it as an order of that court.

At the end of the tenancy the tenants must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Tenants and landlords both have an obligation to complete a move-out condition inspection at the end of the tenancy. To learn about obligations related to security deposits, damage and compensation, search the RTB website for information about after a tenancy ends.

I also order that the tenants pay to the landlords \$35,000.00 for unpaid rent *per* section 55 (1.1) of the Act.

The landlords must serve this order on the tenants as soon as possible. If the tenants do not comply with my order, then the landlords may file this order in the Small Claims Division of the Provincial Court of British Columbia. Then the landlords 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: 9 August 2023

Residential Tenancy Branch