



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT LIMITED PARTNERSHP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, FFT
 OPR-DR, MNR-DR, FFL

Introduction

This hearing was scheduled to convene at 11:00 a.m. on September 29, 2023 concerning applications made by the tenant and by the landlord. The tenant has applied for an order cancelling a notice to end the tenancy for unpaid rent or utilities and to recover the filing fee from the landlord for the cost of the application. The landlord has applied for an order of possession and a monetary order for unpaid rent or utilities and to recover the filing fee from the tenant.

An agent for the landlord attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony, and no one for the tenant joined the call.

The landlord testified that the tenant was served with the landlord's Notice of Dispute Resolution Proceeding and evidence on August 18, 2023 and has provided a copy of a Canada Post Registered Domestic Customer Receipt addressed to the tenant and a cash register receipt dated August 18, 2023. I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

The tenant has not provided any evidence, and all evidence of the landlord has been reviewed and the evidence I find relevant to the landlord's application is considered in this Decision.

Since the tenant has not joined the hearing, I dismiss the tenant's application without leave to reapply.

Issue(s) to be Decided

- Has the landlord established that the 10 Day Notice to End Tenancy For Unpaid Rent or Utilities dated August 2, 2023 was issued in accordance with the *Residential Tenancy Act*?
- Has the landlord established a monetary claim as against the tenant for unpaid rent?

Background and Evidence

The landlord's agent testified that this fixed term tenancy began on April 1, 2022 and reverted to a month-to-month tenancy after March 31, 2023, and the tenant still resides in the rental unit. Rent in the amount of \$1,590.00 was originally payable on the 1st day of each month which was increased to \$1,621.80 effective April 1, 2023. A copy of the tenancy agreement and a Notice of Rent Increase have been provided for this hearing. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$795.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is an apartment in a complex.

The landlord's agent further testified that on August 2, 2023 the tenant was served with a 10 Day Notice to End Tenancy For Unpaid Rent or Utilities by attaching it to the door with a witness. A copy of the Notice has been provided for this hearing and it is dated August 2, 2023 and contains an effective date of vacancy of August 15, 2023 for \$3,328.85 of unpaid rent that was due on August 1, 2023. That amount also includes unpaid parking and storage costs, but the unpaid rent amounts to \$3,201.80.

In July, 2022 the tenant did not pay any rent, or for September, 2022. On May 1, 2023 the tenant paid rent, but did not pay the full amount for that month, leaving another \$21.80 outstanding. An account statement has also been provided for this hearing.

The tenant has not served the landlord with an application or notice of hearing disputing the 10 Day Notice to End Tenancy For Unpaid Rent or Utilities, and the landlord seeks an order of possession and a monetary order for the unpaid rent.

Analysis

I have reviewed the 10 Day Notice to End Tenancy For Unpaid Rent or Utilities, and I find that it is in the approved form and contains information required by the *Act*. Having dismissed the tenant's application to cancel it, I grant an order of possession in favour of the landlord. Since the effective date of vacancy has passed, I grant the order of possession effective on 2 days notice to the tenant. The tenant must be served with the order of possession which may be filed in the Supreme Court of British Columbia for enforcement.

The landlord's evidentiary material includes parking and storage fees, however the landlord has not applied for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement. I am satisfied in the evidence and testimony of the landlord's agent that the tenant is currently in arrears of rent the sum of \$3,201.80, and I find that the landlord is entitled to recover that amount from the tenant.

Since the landlord has been successful with the application, the landlord is also entitled to recover the \$100.00 filing fee from the tenant.

I grant a monetary order in favour of the landlord as against the tenant in the amount of \$3,301.80. The tenant must be served with the order which may be filed in the Provincial Court of British Columbia, Small Claims division and enforced as an order of that Court.

Conclusion

For the reasons set out above, the tenant's application is hereby dismissed in its entirety without leave to reapply.

I hereby grant an order of possession in favour of the landlord effective on 2 days notice to the tenant.

I further grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$3,301.80.

This order is final and binding and may be enforced.

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: September 29, 2023

Residential Tenancy Branch