



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding R JANG AND ASSOCIATES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR-MT

Introduction

This hearing was scheduled to convene at 9:30 a.m. on November 16, 2023 by way of conference call concerning an application made by the tenant seeking an order cancelling a notice to end the tenancy for unpaid rent or utilities and for more time than prescribed to dispute a notice to end the tenancy.

An agent for the landlord attended the hearing and gave affirmed testimony, 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. Therefore, I dismiss the tenant's application without leave to reapply.

The *Residential Tenancy Act* states that where I dismiss a tenant's application to cancel a notice to end a tenancy given by a landlord, I must grant an order of possession in favour of the landlord, so long as the notice given is in the approved form. The law also states that if the notice to end the tenancy involves unpaid rent, I must grant a monetary order in favour of the landlord for the unpaid rent.

Issue(s) to be Decided

- Has the landlord established that the 10 Day Notice to End Tenancy For Unpaid Rent or Utilities 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 a written tenancy agreement exists, however a copy has not been provided for this hearing. The tenancy began on May 1, 2003 and the

tenant still resides in the rental unit. Rent in the amount of \$1,025.00 was originally payable on the 1st day of each month, which has been increased over time and is now \$1,186.22 per month effective June 1, 2023. On April 3, 2003 the landlord collected a security deposit from the tenant in the amount of \$512.50, which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is an apartment suite.

The landlord's agent further testified that on September 29, 2023 the assistant to the landlord's agent served the tenant with a 10 Day Notice to End Tenancy For Unpaid Rent or Utilities by taping it to the door of the rental unit. The assistant then sent a photograph of the document on the door to the landlord's agent. A copy of the Notice has been provided by the tenant for this hearing, and it is dated September 29, 2023 and contains an effective date of vacancy of October 10, 2023. The reason for issuing it states that the tenant failed to pay rent in the amount of \$8,231.50 that was due on September 1, 2023. The tenant is now in arrears of rent the sum of \$10,603.94.

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, 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 for enforcement in the Supreme Court of British Columbia.

I also accept the undisputed testimony of the landlord's agent that the tenant is currently in arrears of rent the sum of \$10,603.94, being \$8,231.50 as of September 1, 2023 and an additional monthly rent of \$1,186.22 for each of the months of October and November, 2023. Therefore, I grant a monetary order in favour of the landlord as against the tenant in the amount of \$10,603.94. 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 \$10,603.94.

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: November 16, 2023

Residential Tenancy Branch