



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR-MT, LRE

Introduction

This hearing was scheduled to convene at 9:30 a.m. on November 24, 2023 concerning an application made by the tenant seeking an order cancelling a notice to end the tenancy for unpaid rent or utilities, an order granting more time than prescribed to dispute a notice to end the tenancy, and for an order limiting or setting conditions on the landlord's right to enter the rental unit.

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.

Since the landlord has attended the hearing prepared to respond to the tenant's application, and no one for the tenant has attended, I dismiss the tenant's application in its entirety without leave to reapply.

The *Residential Tenancy Act* specifies that where I dismiss a tenant's application to cancel a notice to end a tenancy, I must grant an order of possession in favour of the landlord, so long as the notice given is in the approved form.

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*?

Background and Evidence

The landlord testified that this fixed-term tenancy began on July 1, 2023 and reverts to a month-to-month tenancy after June 30, 2024 and the tenant still resides in the rental unit. Rent in the amount of \$1,425.00 is payable on the 1st day of each month. On July 1, 2023 the landlord collected a security deposit from the tenant in the amount of \$712.50 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is 1 of 3 units in a house; the landlord does not reside on the rental property. A copy of the tenancy agreement has been provided for this hearing.

The landlord further testified that on October 13, 2023 the landlord served the tenant with a 10 Day Notice to End Tenancy For Unpaid Rent or Utilities (the Notice) by registered mail. A copy of the first of 3 pages of the Notice has been provided by the tenant for this hearing. It is dated October 13, 2023 and contains an effective date of vacancy of October 29, 2023. The landlord has not provided a copy of the Notice, and does not recall how many pages were served to the tenant.

The landlord testified that the tenant is in arrears of rent the sum of \$4,275.00 for the months of September, October and November, 2023.

Analysis

As mentioned above, the *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. In this case, I am not satisfied that the 10 Day Notice to End Tenancy For Unpaid Rent or Utilities was given in the approved form, and therefore, I decline to issue an order of possession in favour of the landlord.

The law also states that if the tenant's application to dispute the Notice is dismissed, and the landlord has established that the Notice was in the approved form, I must grant a monetary order in favour of the landlord in the amount of rent owed. Since the landlord has not established that the Notice was given in the approved form, I decline to issue a monetary order in favour of the landlord for the outstanding rent.

Conclusion

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

No orders are granted to either party as a result of this hearing and application.

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 24, 2023

Residential Tenancy Branch