



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNR, RP, OPR, MNRL-S, LRSD

Introduction

This hearing was scheduled to convene at 9:30 a.m. on May 9, 2024 concerning applications made by the tenant and by the landlord, which have been joined to be heard together.

The tenant has applied for an order cancelling a notice to end the tenancy for unpaid rent or utilities and for an order that the landlord make repairs to the rental unit or property. The landlord has applied for an order of possession and a monetary order for unpaid rent or utilities and for an order permitting the landlord to keep all or part of the security deposit or pet damage deposit.

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 has provided a Proof of Service document indicating that the tenant was served with the landlord's Notice of Dispute Resolution Proceeding and all evidence, which includes a Canada Post cash register receipt, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

The landlord's agent testified that the tenant has served the landlord with a Notice of Dispute Resolution Proceeding, but no evidence.

The tenant has made an application and served the landlord, however, the landlord attended the hearing prepared to respond to the tenant's application, and in the absence of the tenant at this hearing, I dismiss the tenant's application in its entirety without leave to reapply.

Issue(s) to be Decided

The issues remaining to be decided are:

- 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?
- Should the landlord be permitted to keep all or part of the security deposit in full or partial satisfaction of the claim?

Background and Evidence

The landlord's agent testified that this fixed-term tenancy began on December 1, 2023 reverts to a month-to-month tenancy after November 30, 2024. Rent in the amount of \$650.00 is payable on the 1st day of each month. On November 21, 2023 the landlord collected a security deposit from the tenant in the amount of \$325.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a room with a shared kitchen and bathroom, shared with 2 other tenants. A copy of the tenancy agreement has been provided by the landlord for this hearing.

The landlord's agent served the tenant with a 10 Day Notice to End Tenancy For Unpaid Rent or Utilities (the Notice) by posting it to the door of the rental unit on April 2, 2024. A copy of the Notice has been provided for this hearing and it is dated April 2, 2024 and contains an effective date of vacancy of April 12, 2024 for unpaid rent in the amount of \$650.00 that was due on April 1, 2024 and unpaid utilities in the amount of \$0.00 following written demand on April 2, 2024. However, the landlord's agent testified that no utilities are owed.

The tenant has not paid any rent for May, 2024, and the landlord's agent received a text message from the tenant dated May 5, 2024 stating that the tenant has moved out of the rental unit, but the landlord's agent has not confirmed that.

The landlord makes no claim for rent for the month of May, 2024, but seeks an order of possession and a monetary order for the unpaid rent for April, 2024, and an order permitting the landlord to keep the security deposit in partial satisfaction of the claim.

Analysis

Firstly, the *Residential Tenancy Act* specifies 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. 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*.

Therefore, having dismissed the tenant's application, I grant an order of possession in favour of the landlord. Since the effective date of vacancy, changed to the nearest date that complies with the law, or April 15, 2024 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 testimony of the landlord's agent that the tenant has not paid any rent for the month of April, 2024, and I find that the landlord is entitled to recover \$650.00 from the tenant. I order that the landlord keep the \$325.00 security deposit in partial satisfaction, and I grant a monetary order in favour of the landlord as against the tenant for the difference of \$325.00. 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 order that the landlord may keep the \$325.00 security deposit and I 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 \$325.00.

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: May 09, 2024

Residential Tenancy Branch