



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, DRI, ARI-C, OPR-DR, MNR-DR, FFL

Introduction

This hearing dealt with cross applications pursuant to the *Residential Tenancy Act* (the *Act*)

The Landlord applied for:

- an Order of Possession pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67; and
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

The Tenant applied for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- an order regarding a disputed additional rent increase pursuant to section 43; and
- a determination regarding their dispute of an additional rent increase by the landlord pursuant to section 43.

While the Landlord attended the hearing by way of conference call, the Tenant did not. I waited until 1:10 p.m. to enable the Tenant to participate in this scheduled hearing for 1:00 p.m. The Landlord was given a full opportunity to be heard, to present affirmed testimony, and to make submissions.

Rule 7.3 of the Rules of Procedure provides as follows:

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. Based on the Tenant's absence, I hereby dismiss their application in its entirety without leave to reapply.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession based on the 10 Day Notice?
Is the Landlord entitled to a monetary award for unpaid rent or money owed under the tenancy agreement, regulation, or *Act*?
Is the Landlord entitled to recover the filing fee for this application?

Background and Evidence

The Landlord gave undisputed testimony regarding the following facts. This tenancy began on July 1, 2024, with monthly rent set at \$1,550.00, payable on the first of each month. The Landlord collected, and still holds, a security deposit of \$725.00. The tenant continues to reside in the rental unit.

The Landlord issued the 10 Day Notice on November 2, 2024 to the Tenant, indicating an effective move-out date of November 12, 2024. The Landlord testified that the Tenant has not paid any rent since the 10 Day Notice was issued. The Landlord requests an order of possession and \$3,100.00 in unpaid rent.

Analysis

Section 55(1) of the *Act* reads as follows:

55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

(a) the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

In the absence of any evidence or submissions from the tenant, I order the tenant's application dismissed without liberty to reapply. I find that the 10 Day Notice complies with section 52 of the *Act*.

Based on my decision to dismiss the Tenant's application for dispute resolution and pursuant to section 55(1) of the *Act*, I find that this tenancy ended on the corrected effective date of the 10 Day Notice, November 12, 2024. I find that the Landlords is entitled to a 7-day Order of Possession. The Landlord will be given a formal Order of Possession which must be served on the Tenant. If the Tenant does not vacate the rental unit within the 7 days required, the Landlord may enforce this Order in the Supreme Court of British Columbia.

The Landlord provided undisputed evidence that the Tenant failed to pay the rent in full for the months of November and December 2024. Therefore, I find that the Landlord is entitled to \$3,100.00 in arrears for the above period.

The Landlord continues to hold the Tenant's security deposit in the amount of \$725.00. In accordance with the offsetting provisions of section 72 of the *Act*, I order the Landlord to retain the tenant's security deposit and accrued interest of \$8.34 in partial satisfaction of the monetary claim.

I find that the Landlord is entitled to recovery the \$100.00 filing fee from the Tenant.

Conclusion

As the Tenant did not attend this hearing, their entire application is dismissed without leave to reapply.

I grant an Order of Possession to the landlords effective **seven (7) days after service on the Tenant**. Should the Tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue a \$2,466.66 Monetary Order in favour of the Landlord. The Tenant(s) must be served with this Order as soon as possible. Should the Tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: December 3, 2024

Residential Tenancy Branch