



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes Tenant: CNR, CNE, RR, RP, PSF, OFT
Landlord: OPR MNR FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties.

Only the Landlord appeared at the hearing. He gave affirmed testimony and was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions to me.

Tenant's application

This matter was set for hearing by telephone conference call at 1:00 P.M. (Pacific Time) on March 18, 2025. The line remained open while the phone system was monitored for ten minutes and only the Landlord called into the hearing during this time. Therefore, as the Tenants did not attend the hearing by 1:10 P.M., to present their claim, I dismiss their claim without leave to reapply. This is not an extension of any statutory deadline.

Landlord's application

The Landlord testified that he sent his Notice of Dispute Resolution Proceeding and evidence package via email, via pre-agreed email, on February 22, 2025. I find the Tenants are deemed to have received this package on February 25, 2025, 3 days after it was sent. I find all of the Landlord's documents are sufficiently served.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to keep all or part of the pet damage deposit or security deposit?
- Is the Landlord entitled to a monetary order for unpaid rent or utilities?

Background and Evidence

The Landlord stated that monthly rent is set at \$3,150.00 and is due on the first of the month.

The Landlord provided a copy of the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice). The Landlord testified that he personally posted the 10 Day Notice to the Tenants door on February 9, 2025. Service of this document was witnessed by a third party. The 10 Day Notice indicated that the amount of outstanding rent accrued at that time was \$1,900.00.

The Landlord testified that the Tenants have not paid any rent since the 10 day notice was issued.

Analysis

In this review, I will not attempt to resolve all evidentiary conflicts, and will focus on evidence and testimony as it relates directly to my findings with respect to whether there are sufficient grounds to end the tenancy.

In the matter before me, the Landlord has the onus to prove that the reasons in the Notice are valid.

The Landlord entered into written evidence a copy of the Notice. I note that the Landlord digitally signed the 10 Day Notice, but he failed to put a correct effective date (date the Tenants must move out by). However, since this is clearly a 10 day notice, on the approved government form, I find it is reasonable to amend the 10 Day Notice in this case to reflect the corrected effective date. In doing so, I rely on the following portion of the Act:

Incorrect effective dates automatically changed

53 (1)If a landlord or tenant gives notice to end a tenancy effective on a date that does not comply with this Division, the notice is deemed to be changed in accordance with subsection (2) or (3), as applicable.

(2) If the effective date stated in the notice is earlier than the earliest date permitted under the applicable section, the effective date is deemed to be the earliest date that complies with the section.

In this case, I find the corrected effective date is February 19, 2025 and I amend the 10 Day Notice accordingly. Otherwise, I find the 10 Day Notice complies with the form and content requirements of section 52 of the Act.

Section 26 of the *Act* confirms that a tenant must pay rent when it is due unless the tenant has a right under the *Act* to deduct all or a portion of rent. When a tenant does not pay rent when due, section 46(1) of the *Act* permits a landlord to end the tenancy by issuing a notice to end tenancy. A tenant who receives a notice to end tenancy under this section has five days, under section 46(4) of the *Act*, after receipt to either pay rent in full or dispute the notice by filing an application for dispute resolution. When a tenant does not pay rent in full or dispute the notice, the tenant is conclusively presumed to have accepted the tenancy ends on the effective date of the notice, as per section 46(5) of the *Act*.

Based on the Landlord's submission, I am satisfied that the Tenant failed to pay any outstanding rent after the Notice was issued, and served to the Tenant on February 9, 2025. As such, I find the Landlord is entitled to an Order of Possession, which will be effective 7 days after service.

With respect to the Landlord's application for a Monetary Order for unpaid rent for February and March rent, I find the Tenants owe \$5,050.00 for these months. As such, I find the Landlord is entitled to a monetary order for this amount, plus \$100.00 for the filing fee.

Conclusion

The Landlord is granted an order of possession effective **7 days after service** on the Tenant. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

The landlord is granted a monetary order pursuant to Section 67 in the amount of **\$5,150.00** comprised of rent owed. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: March 18, 2025

Residential Tenancy Branch