

DECISION

Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The landlords requested:

- an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) under sections 46 and 55 of the Act
- a Monetary Order for unpaid rent under section 67 of the Act

The tenant requested:

- cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) under sections 46 and 55 of the Act

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 9:40 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 9:30 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the landlords and I were the only ones who had called into this teleconference.

Rule of Procedure 7 states:

Rule 7.1 Commencement of the hearing

The hearing must commence at the scheduled time unless otherwise decided by the arbitrator.

Rule 7.3 Consequences of not attending the hearing

The arbitrator may conduct the hearing in the absence of a party or dismiss the application, with or without leave to re-apply.

As the tenant failed to attend the scheduled hearing, I order the tenant's application dismissed, without leave to reapply.

Service of Applications and Evidence

The landlord testified that they did not receive the tenant's dispute resolution package or evidentiary materials, but they were prepared to proceed with the scheduled hearing.

The landlord testified that they had served their dispute resolution package and evidence to the tenant by way of registered mail on May 24, 2025. In accordance with sections 88, 89, and 90 of the Act, I find the tenant deemed served on May 29, 2025, 5 days after registered mailing.

Preliminary Issue

Although the landlord had applied for a Monetary Order of \$3,730.00 in their initial claim, since they applied another \$2,450.00 in rent has become owing that was not included in the original application. RTB Rules of Procedure 4.2 allows for amendments to be made in circumstances where the amendment can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made. On this basis, I have accepted the landlord's request to amend their original application from \$3,730.00 to \$7,350.00 to reflect the unpaid rent that became owing by the time this hearing was convened.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent?

Is the landlord entitled to a monetary order for unpaid rent?

Background and Evidence

I have reviewed all of evidence properly before me, as well as the testimony provided in the hearing, but will refer only to what I find relevant for my decision.

This month-to-month tenancy began on January 15, 2022. Monthly rent is set at \$2,450.00, payable on the first day of the month. The landlord holds a security deposit of \$1,150.00.

The landlord served the tenant with a 10 Day Notice to End Tenancy on May 11, 2025. The tenant confirmed receipt of the 10 Day Notice on their application, which was placed in the tenant's mailbox or mail slot. The tenant disputed the 10 Day notice on May 16, 2025, stating that they would like to pay the amount owing on a payment plan.

The landlord testified in the hearing that the tenant has not paid any rent since the 10 Day Notice was issued, nor has the tenant moved out. The landlord requested an Order of Possession, as well as Monetary Order for the outstanding rent.

Analysis

Section 55(1) and (1.1) of the *Act* reads as follows:

Order of possession for the landlord

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.

(1.1) If an application referred to in subsection (1) is in relation to a landlord's notice to end a tenancy under section 46 [*landlord's notice: non-payment of rent*], and the circumstances referred to in subsection (1) (a) and (b) of this section apply, the director must grant an order requiring the payment of the unpaid rent

As noted above, the tenant's application is dismissed, without leave 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 the landlord is entitled to a 2 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 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

I am satisfied that the tenant has failed to pay any of the outstanding rent, plus the rent for June 2025. Accordingly, I grant the landlord a Monetary Order of \$7,350.00 for the outstanding rent as of the hearing date.

Conclusion

I dismiss the tenant's application without leave to reapply.

I grant an Order of Possession to the landlord effective **two (2) days after service on the tenants**. 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 \$7,350.00 Monetary Order in favour of the Landlord. The tenant must be served with this Order as soon as possible. Should the tenant 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 Act.

Dated: June 13, 2025

Residential Tenancy Branch