



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the “Act”) for an order to cancel a 10 Day Notice to End Tenancy for Unpaid Rent/Utilities pursuant to sections 46 and 55.

The tenant did not attend this hearing, although I left the teleconference hearing connection open throughout the hearing which commenced at 1:30 p.m. and ended at 1:45 p.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord attended the hearing and was represented by his daughter/agent SH (“landlord”). The landlord acknowledged receipt of the tenant’s Notice of Dispute Resolution Proceedings package and stated they had no issue with timely service of documents.

Issue(s) to be Decided

Should the landlord’s 10 Day Notice to End Tenancy for Unpaid Rent/Utilities be upheld or cancelled?

Background and Evidence

The landlord gave the following undisputed testimony. The tenant vacated the rental unit on July 10th, 2022, without providing the landlord with a forwarding address.

Rent in the amount of \$4,400.00 was not paid for the month of April, causing the landlord to issue the 10 Day Notice to End Tenancy for Unpaid Rent/Utilities. Since serving the notice to end tenancy, the tenant did not pay rent for the months of May, June or July.

The tenant left the rental unit damaged at the end of the tenancy and the landlord has filed an application for dispute resolution seeking compensation. A hearing date has been set in the future for this dispute, however it was not recorded during this hearing.

Analysis

The tenant filed an application for dispute resolution seeking to cancel the Notice to End Tenancy on April 8, 2022. The tenant did not attend the hearing of this application. The landlord, who was in attendance, testified that the tenant had moved out of the rental unit as of July 10, 2022. Based on this evidence from the landlord, I find that the tenant accepted the validity of the Notice to End Tenancy or otherwise agreed to terminate the tenancy and, the tenant's application seeking to cancel the Notice to End Tenancy is dismissed on this basis. As such, it is not necessary for me to determine on the merits whether the Notice to End tenancy was valid and I make no findings with respect to its validity. As the tenant has already moved out of the rental unit, it is not necessary for an order of possession to be granted. Pursuant to section 44(1)(f), I order that the tenancy ended on July 10, 2022.

The tenant disputed a notice to end tenancy for unpaid rent under section 55. Based on the landlord's undisputed testimony, I find the tenant was obligated to pay rent in the amount of \$4,400.00 per month for the months of April, May and June, and failed to do so. Pursuant to section 55(1.1), the landlord is entitled to a monetary order for those 3 months of unpaid rent. [$\$4,400.00 \times 3 = \mathbf{\$13,200.00}$]. The landlord is also entitled to pro-rated rent for the first 10 days in July [$\$4,400.00/31 \times 10 = \mathbf{\$1,419.35}$]. The landlord is awarded a monetary order in the amount of **\$14,619.35** pursuant to section 55(1.1) of the Act.

Conclusion

The tenant's application is dismissed without leave to reapply. The tenancy ended on July 10, 2022, pursuant to section 44(1)(f). I award the landlord a monetary order in the amount of \$14,619.35 pursuant to section 55(1.1) of the Act.

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: August 07, 2022

Residential Tenancy Branch