



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR CNC MNDCT OLC PSF RPP LRE

Introduction

This hearing dealt with an Application for Dispute Resolution (application) by the tenant seeking remedy under the *Residential Tenancy Act* (Act) to cancel a 10 Day Notice for Unpaid Rent or Utilities (10 Day Notice), to cancel a 1 Month Notice to End Tenancy for Cause, for a monetary claim of \$6,522.77 for money owed or compensation for damage under the Act, regulation or tenancy agreement, for an order directing the landlord to comply with the Act, regulation or tenancy agreement, for an order directing the landlord to provide services or facilities agreed upon but not provided, for an order directing the landlord to return their personal property, and for an order to suspend or set conditions on the landlord's right to enter the rental unit, site or property.

The tenant was provided with a copy of the Notice of a Dispute Resolution Proceeding when they made their application. The tenant, however, did not attend the hearing set for this date, and instead arranged for an agent, GR (agent). The agent requested an adjournment based on the tenant "having some sort of attack" and that the tenant should not be around stressful situations. There was no medical documents provided or details on the "attack". The agent was asked when the "attack" occurred and the agent appeared uncertain by saying "a couple of days ago I think".

The landlord and their interpreter did call into the hearing and all parties were affirmed. The landlord confirmed that the tenant vacated the rental unit in mid-October 2022 and as a result, the agent was advised that I would be severing all matters of the tenants' application and granting leave to reapply, with the exception of the 10 Day Notice, which requires that I must deal with unpaid rent at this proceeding, which I will address further below.

Preliminary and Procedural Matters

Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 2.3 authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenant indicated several matters of dispute on the application, the most urgent of which is the application to cancel a 10 Day Notice and a 1 Month Notice. I find that not all the claims on the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant's request to cancel the 10 Day Notice and 1 Month Notice at this proceeding. **The balance of the tenant's application is dismissed, with leave to re-apply.**

The landlord confirmed their email address, and the agent confirmed the email address for the tenant, the latter of which has been included on the cover page of this decision for ease of reference.

Issues to be Decided

1. Should the 10 Day Notice application be dismissed due to the tenant vacating the rental unit since they applied for dispute resolution?
2. If yes, does the Act require a monetary order for unpaid rent for the landlord?

Background and Evidence

The landlord testified that as of the date of the hearing, the tenant owes unpaid rent of \$1,000 for September 2022. The tenancy agreement submitted in evidence supports that monthly rent is \$1,000 and is due on the first day of each month.

Analysis

As the landlord confirmed the tenant vacated the rental unit in mid-October 2022, which the agent did not dispute, I find that the 10 Day Notice application be dismissed as it is no longer necessary to consider the 10 Day Notice as the tenancy ended the day the tenant vacated the rental unit.

I have also considered the reasons for adjournments, which I find the tenant is lacking evidence to support as I find the testimony of the agent to be vague. As a result, I find that section 55(1.1) of the Act applies and states:

55(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.**

[emphasis added]

Given the above, I find I **must** grant the landlord **\$1,000** in unpaid rent. Pursuant to section 67 of the Act, I grant the landlord a monetary order of **\$1,000** as the tenant owes the landlord that amount for unpaid rent for September 2022.

I find that the tenant breached section 26 of the Act which requires that monthly rent be paid on the date that it is due.

Conclusion

The portion of the tenant's application severed above, is dismissed with leave to reapply.

The 10 Day Notice application is dismissed without leave to reapply as the tenant vacated the rental unit since applying to dispute the 10 Day Notice.

The landlord is granted a monetary order of \$1,000 as indicated above. The monetary order will be emailed to the landlord only for service on the tenant, if necessary. Should the landlord require enforcement of the monetary order, the order must be first served on the tenant with a demand for payment letter and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

I caution the tenant that they can be held liable for all costs related to enforcement of the monetary order.

This decision will be emailed to both parties at the email addresses confirmed by the landlord and the email address for the tenant provided by the agent during the hearing.

The monetary order will be emailed to the landlord only for service on the tenant.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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: January 31, 2023