



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      OPR, MNRL-S, FFL

### Introduction

The landlords applied to the Residential Tenancy Branch [the 'RTB'] for Dispute Resolution. The landlords ask me for the following orders against the tenant.

1. Exclusive possession of the rental unit in favour of the landlord.
2. Reimbursement for \$3,900.00 of unpaid rent.
3. Reimbursement for the \$100.00 filing fee for this application.

The landlords appeared at the hearing on 30 March 2023. The tenant did not.

### Preliminary Matter - Non-appearance at the Hearing

The tenant did not attend this hearing, although I left the teleconference hearing connection open throughout the hearing which commenced on time, at 1100 hours, and lasted for approximately 38 minutes.

I confirmed:

1. that the landlords sent a copy of this Notice of Hearing to address of the tenant's rental unit *via* registered mail on 7 March 2023;
2. that the RTB had provided the correct call-in numbers and participant codes in the Notice of Hearing; and
3. by reviewing the teleconference system, that the landlords and I were the only ones who had called into this teleconference.

Rule 7.3 of the RTB Rules of Procedure reads:

### 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.

The tenant failed to attend this hearing, but I conducted it in the tenant's absence. The landlords' evidence satisfied me that they had correctly notified the tenant of this hearing and how to participate.

#### Issues to be Decided

Are the landlords entitled to exclusive possession of the rental unit?

Does the tenant owe \$3,900.00 to the landlords for unpaid rent?

Should the tenant have to reimburse the landlords for the cost of filing this application?

#### Background and Evidence

Last summer, the landlords and tenant entered into a written tenancy agreement. The terms of this agreement were that, on the first day of each month, the tenant would pay \$2,900.00 to the landlords each month for rent. The tenant also agreed to pay the landlords a security deposit of \$1,450.00.

But the landlords say that the tenant did not pay the full rent for February 2023: the tenant only paid \$2,000.00.

Accordingly, on 22 February 2023, the landlord posted a 10-day notice to end tenancy on the tenant [the 'Notice'] on the door of the rental unit. The Notice was in the form approved by the RTB. One of the landlords signed and dated this Notice, which also gave the address of the rental unit, and stated the grounds for ending the tenancy.

The landlords corroborated service of this Notice with copies of the Notice and with a signed and witnessed 'Proof of Service' form (a form approved by the RTB). I accepted this evidence.

There was no evidence before me that the tenant disputed this Notice. And the RTB has no record of such a dispute filed by the tenant.

The landlords also testified that the tenant did not pay any rent at all for March 2023. And, says the landlord, the tenant continues to reside in the rental unit.

### Analysis

The tenant has not contested the Notice, nor has the tenant paid rent for February and March. Accordingly, the tenancy is at an end.

The Notice recorded the tenancy ending on 7 March 2023. In light of the evidence as to when and how the Notice was served, and considering section 90 of the *Residential Tenancy Act* [the 'Act'], I accept that date as the effective date on which this tenancy ended.

In sum, I have decided that the tenant owes the landlords \$900.00 for February's rent, and a full \$2,900.00 for March's rent.

And, as the landlords succeeded in this application, I find that the tenant shall reimburse the landlords for the cost of this application, *i.e.* \$100.00.

### Conclusion

I make an Order of Possession in favour of the landlords *per* section 55 of the *Residential Tenancy Act* [the 'Act']. This order is effective two days after the landlords serve it upon the tenant.

If the tenant or any occupant of the rental unit fails to comply with my order, then the landlords can file this order with the Supreme Court of British Columbia, and enforce it as an order of that court.

I also order that the tenant pay to the landlords \$3,900.00 for unpaid rent. I authorise the landlords to retain the tenant's security deposit in partial satisfaction of the sum I have found owing to the landlords by the tenant.

The landlords must serve this order on the tenant as soon as possible. If the tenant does not comply with my order, then the landlords may file this order in the Small Claims Division of the Provincial Court of British Columbia. Then the landlord can enforce my order as an order of that court.

I make this decision on authority delegated to me by the Director of the RTB *per* section 9.1(1) of the Act.

Dated: 6 April 2023

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Residential Tenancy Branch