



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This hearing was scheduled to convene at 9:30 a.m. on October 12, 2023 concerning an application made by the tenant seeking an order cancelling a notice to end the tenancy for unpaid rent or utilities.

The landlord attended the hearing and gave affirmed testimony. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony, and no one for the tenant joined the call. Therefore, I dismiss the tenant's application without leave to reapply.

The *Residential Tenancy Act* states that where I dismiss a tenant's application to cancel a notice to end a tenancy given by a landlord, I must grant an order of possession in favour of the landlord, so long as the notice given is in the approved form.

The *Act* also states that if the tenant's application is in relation to a landlord's notice to end a tenancy for unpaid rent or utilities, I must grant an order requiring the payment of the rent.

The landlord has provided evidentiary material to the Residential Tenancy Branch portal, but did not provide any evidence to the tenant. Any evidence that a party wishes to rely on must be provided to the other party even if they already have a copy, because it is important for all parties to know what is before me. Since the landlord has not provided the evidence to the tenant, I decline to consider it.

The landlord testified that the landlord was served with the tenant's evidentiary material. Therefore, that evidence is considered in this Decision.

Issue(s) to be Decided

- Has the landlord established that the 10 Day Notices to End Tenancy For Unpaid Rent or Utilities was given in accordance with the *Residential Tenancy Act*?
- Has the landlord established a monetary claim as against the tenant for unpaid rent?

Background and Evidence

The landlord testified that this month-to-month tenancy began on July 1, 2022 and the tenant still lives in the rental unit. Rent in the amount of \$2,030.00 is payable on the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$1,000.00 as well as a pet damage deposit in the amount of \$1,000.00, both of which are still held in trust by the landlord. The rental unit is the upper unit in a house, and the lower level is also rented. A copy of the tenancy agreement has been provided by the tenant for this hearing.

The landlord further testified that the tenant was having some difficulty paying rent, and the landlord was patient. However, rent has remained unpaid for the months of July through October, 2023 inclusive, and the tenant is currently in arrears of rent the sum of \$8,120.00.

On August 21, 2023 the landlord served the tenant with two 10 Day Notices to End Tenancy For Unpaid Rent or Utilities by email, copies of which have been provided by the tenant for this hearing. They are both dated August 21, 2023 and contain an effective date of vacancy of September 4, 2023. One states that the tenant failed to pay rent in the amount of \$2,030.00 that was due on July 1, 2023 and the other states that the tenant failed to pay rent in the amount of \$2,030.00 that was due on August 1, 2023. The tenant has not paid any rent since.

Analysis

I have reviewed both 10 Day Notices to End Tenancy For Unpaid Rent or Utilities, and I find that they are in the approved form and contain information required by the *Act*. Therefore, having dismissed the tenant's application to cancel them, I grant an order of possession in favour of the landlord. Since the effective date of vacancy has passed, I grant the order of possession effective on 2 days notice to the tenant. The tenant must be served with the order of possession which may be filed in the Supreme Court of British Columbia for enforcement.

I also accept the undisputed testimony of the landlord that the tenant is in arrears of rent the sum of \$8,120.00 (4 x \$2,130.00), and I grant a monetary order in favour of the landlord as against the tenant in that amount. The tenant must be served with the order which may be filed in the Provincial Court of British Columbia, Small Claims division for enforcement as an order of that Court.

Conclusion

For the reasons set out above, the tenant's application is hereby dismissed without leave to reapply.

I hereby grant an order of possession in favour of the landlord effective on 2 days notice to the tenant.

I further grant a monetary order in favour of the landlord as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$8,120.00.

This order is final and binding and may be enforced.

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: October 12, 2023

Residential Tenancy Branch