



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

CNR, CNC, MNR, MNDC, RP, LRE, AS, and RR

Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause; to set aside a Notice to End Tenancy for Unpaid Rent; for monetary Order for the cost of emergency repairs and for money owed or compensation for damage or loss; for an Order requiring the Landlord to make repairs; for an Order setting conditions on the Landlord's right to enter; for an Order allowing the Tenant to sublet; and for an Order authorizing the Tenant to reduce this rent.

The hearing was scheduled for 11:00 a.m. on this date and by 11:11 a.m. the Landlord had appeared, but the Tenant had not appeared. I find that the Tenant failed to diligently pursue the application and I therefore dismiss the application without leave to reapply.

Background and Evidence

The Landlord stated that this tenancy began on February 01, 2009; that the Tenant was required to pay monthly rent of \$450.00 on the first day of each month and complete some minor renovations; that the Tenant did not pay the rent that was due on December 01, 2009; that the Landlord served the Tenant a Ten Day Notice for Unpaid Rent by posting it on the door of the rental unit on December 08, 2009; and that the Tenant has still not paid the rent that was due for December of 2009.

The Tenant submitted a copy of the Ten Day Notice to End Tenancy that was served by the Landlord.

Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant entered into a tenancy agreement with the Landlord that requires the Tenant to pay monthly rent of \$450.00 on the first day of each month. Section 26(1) of the *Act* requires tenants to pay rent to their landlord when it is due.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant did not pay rent when it was due on December 01, 2009.

If rent is not paid when it is due, section 46(1) of the *Act* entitles landlords to end the tenancy within 10 days if appropriate notice is given to the tenant. In the absence of evidence to the contrary, I find that the Tenant was served with a Ten Day Notice to End Tenancy, pursuant to section 46 of the *Act*.

Conclusion

As I have determined that the Landlord has satisfied the legislative requirements to end a tenancy for unpaid rent, I hereby grant the Landlord an Order of Possession, as requested at the hearing, that will be effective two days after it is served upon the Tenant.

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: January 19, 2010.

Dispute Resolution Officer