

DECISION

Dispute Codes: CNR

Introduction

This application was brought by the tenant on June 27, 2011 seeking to have set aside a 10-day Notice to End Tenancy for unpaid rent dated June 21, 2011.

Despite having made this application, neither the tenant nor a representative of the tenant called in to the number provided to enable her participation in the telephone conference call hearing.

At the commencement of the hearing, I addressed two preliminary matters.

First, by facsimile dated August 4, 2011, the tenant submitted a letter from a physician also dated August 4, 2011 stating that the tenant would be unable to attend due to a medical condition and recommending that the hearing be postponed for 30 days. Rule 6.1 under the rules of procedure permits a party to request an adjournment with consent of the other party by submitting the written request and consent at least three business days in advance of the hearing. Due to an intervening weekend, the tenant's request was submitted only one business day before the hearing and the landlord did not give consent to an adjournment.

Rule 6.2 will permit the request without consent but requires the notice three business days in advance and setting out the circumstances requiring the adjournment or having an agent attend for same purpose. No agent attended on behalf of the tenant.

The landlord stated he objected on the grounds that the tenant has employed delay strategies in previous disputes with the landlord.

I found that the tenant had not met the requirements to warrant an adjournment and the hearing proceeded in her absence.

On the second preliminary matter, as noted in the tenant's written submissions, the landlord made a typographical error on the Notice to End Tenancy in the unit number identifying the rental unit to be vacated. However, the landlord had used the correct unit number in the box entitled "to the tenants" on the notice. For that reason, and given that

the tenant made application to dispute the notice and identified the correct address on her application, I find that she was not misled by the typographical error and that she would not be prejudiced by the error. Therefore, I find that it did not render the notice ineffective.

Issues to be Decided

This matter now requires a decision on whether the Notice to End Tenancy should be upheld or set aside.

Background and Evidence

According to the landlord, this tenancy began on October 1, 2005 and pad rent is currently \$453.50 per month. He stated that, as of June 21, 2011, the rent was in arrears by \$5,978.25.

The landlord requested an Order of Possession.

Analysis

Given the absence of the applicant tenant with the attendance of the respondent landlord, I find that the present application must be dismissed without leave to reapply.

Section 48 of the Act provides that:

- (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant an order of possession of the manufactured home site to the landlord if, at the time scheduled for the hearing,
 - (a) the landlord makes an oral request for an order of possession, and
 - (b) the director dismisses the tenant's application or upholds the landlord's notice.

Accordingly, I find that I am compelled to issue the landlord with an Order of Possession as requested. The landlord stated that he wished to permit the tenant reasonable time to vacate and asked that the Order take effect on September 30, 2011.

Conclusion

The landlord's copy of this decision is accompanied by an Order of Possession, enforceable through the Supreme Court of British Columbia, to take effect at 1 p.m. on September 30, 2011.

August 8, 2010