



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This hearing was convened to hear the merits of the Tenant's application to cancel a notice to end tenancy for unpaid rent; however no one appeared at the teleconference hearing on behalf of the Tenant. The respondent Landlord appeared and was prepared to present their evidence; therefore I proceeded in the Tenant's absence, in accordance with *Rule #10.1 of the Residential Tenancy Branch Rules of Procedure*.

Issue(s) to be Decided

1. Is the Landlord entitled to an Order of Possession?

Background and Evidence

The Landlord provided the following undisputed evidence: The Tenant entered into a month to month tenancy with the Landlord's agent that began on October 1, 2011; rent is payable on the first of each month in the amount of \$780.00; and the Tenant paid \$390.00 as the security deposit and \$390.00 as the pet deposit on or before October 1, 2011.

The Landlord submitted evidence which support his testimony that payment for rent was normally sent directly to the Landlord by Income Assistance and March 1, 2012 the Tenant provided the Landlord one month's written notice to end his tenancy effective March 31, 2012. The Landlord confirmed that the Tenant did not vacate the rental unit on March 31, 2012, and he continues to occupy the unit.

The Landlord advised that the April 1, 2012 payment he received from Income Assistance and deposited on March 24, 2012 had a stop payment put on it by Income Assistance. He stated this payment was never repaid to him. He confirmed receiving payments in the last week of April 2012 and May 2012 which would have been attributed to May 1, 2012 and June 1, 2012 rents. However, April rent remained outstanding so he personally served the Tenant with a 10 Day Notice to End Tenancy on June 2, 2012.

The Landlord submitted that he has not received payment for the July 1, 2012 rent so he is seeking an Order of Possession for as soon as possible. The Landlord confirmed that the last payment he received for rent was sent to him by Income Assistance during the last week of May 2012 and no payment has been received since issuing the 10 Day Notice to the Tenant.

Analysis

When a Tenant receives a 10 Day Notice he has five days to pay his rent in full or five days to dispute the Notice. In this case the Tenant made application to dispute the notice however he did not appear at the hearing to present the merits of his application.

Upon review of the Landlord's submissions and the 10 Day Notice to End Tenancy, I find the Notice was served upon the Tenant in a manner that complies with the Act and the Landlord had valid reasons for issuing the Notice. Accordingly I dismiss the Tenant's application to cancel the Notice.

Section 55 of the Act provides that an Order of Possession must be provided to a Landlord if a Tenant's request to dispute a Notice to End Tenancy is dismissed and the Landlord makes an oral request for an Order of Possession during the scheduled hearing. The Landlord appeared at this hearing and requested an Order of Possession.

Conclusion

The Landlord has been awarded an Order of Possession effective **two days** upon service to the Tenant. This Order is legally binding and must be 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: July 03, 2012.

Residential Tenancy Branch