



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: CNR / OPR

### Introduction

This hearing was scheduled in response to the tenant's application to cancel a notice to end tenancy for unpaid rent. The landlord's agent called into the telephone conference call hearing at the scheduled start time of 2:00 p.m. on November 27, 2012. However, as at 2:10 p.m. the tenant / applicant had still not appeared.

The landlord's agent gave affirmed testimony and orally requested an order of possession in the event the tenant's application does not succeed.

### Issue(s) to be Decided

Whether either party is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

There is no written tenancy agreement in evidence for this tenancy which began in January 2012. Monthly rent of \$375.00 is due and payable in advance on the first day of each month, and a security deposit of \$187.50 was collected.

Arising from rent which remained unpaid when due on September 1, 2012, the landlord issued a 10 day notice to end tenancy for unpaid rent dated October 18, 2012. The notice was served by way of posting on the tenant's door on that same date. Subsequently, while the tenant filed an application to dispute the notice on October 23, 2012, the tenant has not paid any portion of the rent outstanding for September 2012, and she continues to reside in the unit.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord's agent, I find that the tenant was served with a 10 day notice to end tenancy for unpaid rent for September which was dated October 18, 2012. While the tenant applied to dispute the notice, the tenant did not pay the outstanding rent for September within 5 days of receiving the notice, and she continues to reside in the unit.

Section 26 of the Act addresses **Rules about payment and non-payment of rent**, in part as follows:

26(1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

I find there is no evidence that the tenant has a right under this Act to deduct all or a portion of the rent.

Section 55 of the Act speaks to **Order of possession for the landlord**, and provides in part as follows:

55(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 rental unit 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.

Following from all of the above, the tenant's application is hereby dismissed, and I find that the landlord has established entitlement to an order of possession.

### Conclusion

I hereby issue an **order of possession** in favour of the landlord effective **two (2) days** after service on the tenant. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: November 27, 2012.

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Residential Tenancy Branch