



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SKYLINE APARTMENTS  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: CNR OPR

### **Introduction:**

This was an application by the tenant to cancel a Notice to End the Tenancy for non-payment of rent dated May 6, 2013.

### **SERVICE:**

The tenant/applicant did not attend the hearing. I find that the Notice to End a Residential Tenancy was served by posting it on the door on May 6, 2013. The landlord admitted service of the application for dispute resolution.

**Issues:** Is the tenant entitled to any relief?

### **Background and Evidence:**

The tenant did not attend the hearing. After waiting 15 minutes, the hearing commenced in her absence and the landlord requested an Order of Possession if the tenant is unsuccessful. The landlord was given opportunity to be heard, to provide evidence and to make submissions. The tenancy began on September 1, 2012; rent is \$755 per month plus \$25 for parking. The landlord said the notice was served because the tenant owes \$780 for unpaid rent for May and also owes \$135 for past late fees and underpayment of rent. The tenant has paid a security deposit of \$377.50.

The tenant alleged in her Application that this was a false amount of rent owed but she submitted no documents nor did she attend in person to dispute the landlord's claim.

### **Analysis:**

The Notice to End a Residential Tenancy is based on non-payment of rent. The *Residential Tenancy Act* permits a tenant to apply to have the Notice set aside where the tenant disputes that rent is owed or where the amount of rent that is unpaid is an amount the tenant is permitted under this Act to deduct from the rent. I find no evidence provided by the tenant to support any finding of error in the landlord's calculations of rent owed and no evidence to support that she was permitted any legal deductions. I have therefore dismissed her application to cancel the Notice to End the Tenancy.

Section 55(1)(a) provides that the arbitrator must grant an order of possession of the rental unit if the landlord makes an oral request for an order of possession at a hearing where an arbitrator has dismissed the tenant's application pursuant to section 46 and

has upheld the Notice. The landlord has made this request at the hearing. As a result I granted the landlord an Order for Possession.

**Conclusion:**

I dismiss the application of the tenant in its entirety and find her not entitled to recover filing fees for this application. I grant the landlord an Order for Possession effective two days from service. The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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: June 06, 2013

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Residential Tenancy Branch