



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FF

Introduction

The applicant failed to attend at the scheduled time for the hearing. A representative of the respondent was present and ready to proceed. I waited 10 minutes. The applicant still had not appeared. I proceeded in the absence of the applicant. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the 10 day Notice to End Tenancy dated December 12, 2013 was personally served on an adult person who resides with the tenant on December 12, 2013. Further the 10 day Notice to End Tenancy dated January 3, 2014 was served on the Tenant by posting on January 3, 2014. the Tenant on May , 2013. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated December 12, 2013?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The tenant began living in the rental complex in 2007. In 2009 she moved to another unit in the complex. On August 2013 the tenant moved to the rental unit which is the subject of this application. The written tenancy agreement that the rent is subsidized and the present tenant contribution is \$367 per month.. The landlord testified the

economic rent for the rental unit is \$1069 per month. provided that the tenant(s) would pay rent of \$1000 per month payable on the first day of each month. The tenant(s) has not paid the security deposit of \$350 for this unit.

The landlord testified the tenant failed to pay all of the rent for November (\$140 is owed), December (\$140 is owed), January (\$227 is owed) and February. There is also bank charges owing as these sum represents NSF cheques.

The landlord testified the tenant recently provided the landlord with a cheque in the sum of \$454 with the notation "rent for January and February". The landlord testified she will be cashing this cheque for "use and occupation only."

Analysis

The tenant failed to attend the hearing. On the basis of the evidence presented at the hearing I determined the tenant has failed to establish any basis for an order cancelling the 10 day notice. The tenant failed to pay the arrears within the 5 days that would void the Notice. The tenant has provided the landlord with a cheque in the sum of \$454. This is not sufficient to pay off all of the arrears. In any event, the landlord will be accepting the payment for "use and occupation only". **As a result I order that the application of the tenant be dismissed without leave to re-apply.**

Order for Possession

The Residential Tenancy Act provides that where a landlord has made an oral request for an Order for Possession at a hearing where a dispute resolution officer has dismissed a tenant's application to set aside a Notice to End Tenancy, the dispute resolution officer must grant an Order for Possession. The landlord made this request at the hearing. As a result I granted the landlord an Order for Possession. I set the effective date of the Order for Possession for February 28, 2014.

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: February 04, 2014

Residential Tenancy Branch

