



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CYCLONE HOLDINGS LTD.  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      CNR, MNDC, LAT, RR, RP

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution made by the Tenant for the following reasons:

- to cancel a notice to end tenancy for unpaid rent and utilities;
- for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement;
- for the Landlord to make repairs to the rental unit;
- to authorise the Tenant to change the locks to the rental suite; and
- to allow the Tenant to reduce rent for repairs agreed upon but not provided.

An agent for the Landlord appeared for the hearing and provided affirmed testimony during the hearing. The Tenant failed to appear for the ten minute duration of the hearing. No written evidence was provided by the parties prior to this hearing.

As the Tenant failed to appear for the hearing and the Landlord's agent appeared and was ready to proceed, the Tenant has failed to present the merits of the Application which is hereby **dismissed without leave to re-apply**.

The Landlord made an oral request for an Order of Possession during the hearing based on the following evidence.

The Landlord's agent had personally served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “Notice”) on June 2, 2014. The Notice was served due to \$740.00 in unpaid rent which was due on June 1, 2014. The Landlord's agent testified that the Notice had an effective move out date of June 12, 2014.

The Landlord's agent testified that the Tenant had made a partial payment for the amount outstanding on the Notice after the Notice had been issued but that \$200.00

was still outstanding for June, 2014 rent and the Tenant had also not paid for July, 2014 rent.

Section 26(1) of the Act requires a Tenant to pay rent when it is due under the tenancy agreement. I accept the evidence of the Landlord's agent that the Tenant has not paid full rent for June, 2014 which was due on June 1, 2014 and that the Tenant has also not paid rent for July, 2014.

Section 55(1) of the Act states that if a Tenant makes an Application to dispute a Notice and the Application is dismissed, the arbitrator must grant an Order of Possession if the Landlord makes an oral request during the hearing.

As the Landlord made an oral request, I grant the Landlord an Order of Possession pursuant to Section 55(1) of the Act. As the effective date of vacancy on the Notice has passed, the order is effective two days after service on the Tenant.

### Conclusion

For the reasons set out above, I dismiss the Tenant's Application in its entirety without leave to re-apply.

The Landlord is granted an Order of Possession which is effective **two days after service on the Tenant**. This order must be served onto the Tenant and if the Tenant fails to vacate the rental suite in accordance with the order, the order may be enforced in the Supreme Court 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: July 23, 2014

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Residential Tenancy Branch

