



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, MNR, ERP

### Introduction

This hearing convened as a result of the Tenant's Application for Dispute Resolution in which the Tenant sought an Order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, a Monetary Order for the cost of emergency repairs, and an Order that the Landlord make emergency repairs for health or safety reasons.

The Applicant Tenant did not appear at the hearing. Conversely, the Landlord appeared at the hearing.

The hearing was by telephone conference call and was to begin at 9:00 a.m. on November 6, 2014. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time was the Landlord.

As the Applicant Tenant did not attend the hearing by 9:10 a.m., I dismiss his claim without leave to reapply.

A.C. gave affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions to me.

A.C. requested an Order of Possession.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

Has the Tenant breached the Act or tenancy agreement, entitling the Landlord to an Order of Possession?

### Background and Evidence

The Landlord testified that the tenancy began approximately one year ago. The monthly rent was \$800.00 payable on the first of the month. The Tenant paid a security deposit in the amount of \$400.00.

The Landlord testified that the Tenant failed to pay the total amount of rent in August, leaving an unpaid balance of \$400.00 and failed to pay the September rent in the amount of \$800.00. (At the time of the hearing the Tenant had also failed to pay for October and November.) Consequently, the Landlord issued the Notice to End Tenancy for Unpaid Rent and Utilities on September 20, 2014.

The Tenant made his Application for Dispute Resolution on September 23, 2014.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant did not attend the hearing and is therefore conclusively presumed under section 47(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice.

Section 55 of the Act provides 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.

Pursuant to section 55, I find that the Landlord is entitled to an Order of Possession effective **two days** after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The Tenant failed to dispute the Notice. The Tenant is presumed under the law to have accepted that the tenancy ended on the effective date of the Notice to End Tenancy.

The Landlord is granted an Order of Possession pursuant to section 55 of the Act.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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 06, 2014

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Residential Tenancy Branch

