



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNDC, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The tenant did not attend this hearing, although I waited until 10:47 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 10:30 a.m. The landlord and her agent attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord's agent gave sworn testimony that the 10 Day Notice, dated September 20, 2014, was served upon the tenant by posting it to the door of the rental unit on September 20, 2014. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was deemed served with the 10 Day Notice on September 23, 2014, the third day after its posting.

The landlord's agent gave sworn testimony that the 10 Day Notice, dated October 28, 2014, was served upon the tenant by posting it to the door of the rental unit on October 28, 2014. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was deemed served with this 10 Day Notice on October 31, 2014, the third day after its posting.

The landlord's agent testified that the tenant was served personally with the landlord's first written evidence package in response to her Application for Dispute Resolution on October 30, 2014, at the tenant's rental unit. In accordance with sections 88 and 90 of

the *Act*, I find that the tenant was served with the landlord's first written evidence package on October 30, 2014.

The landlord's agent testified that the tenant was served personally with the landlord's second written evidence package in response to her Application for Dispute Resolution on November 3, 2014, at the tenant's rental unit. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was served with the landlord's second written evidence package on November 3, 2014.

Issue(s) to be Decided

Should the landlord's 10 Day Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Is the tenant entitled to a monetary award for damage or loss under the *Act*, regulation or tenancy agreement?

Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

The landlord's agent testified that this tenancy began on November 1, 2013 and the tenant continues to reside in the rental unit. The landlord purchased the property and began renting the rental unit to the tenant on the above date. However, the tenant was residing in the rental unit for six to seven years prior to November 1, 2013. The tenancy is a month-to-month tenancy. Current monthly rent is payable in the amount of \$900.00 on the first day of each month. Utilities at 40% of the tenant's share are also payable monthly on the first day of each month. A security deposit in the amount of \$375.00 was paid by the tenant to the previous owner of the rental unit and the current landlord retains this security deposit. A written tenancy agreement was provided by the landlord with the first written evidence package for this hearing.

The landlord's agent testified that the tenant has failed to pay for October and November 2014 rent. When questioned as to whether the landlord had made any applications relating to this tenancy, the landlord confirmed that he had not. The landlord did not make any oral requests at this hearing.

Analysis

I dismiss the tenant's application without leave to reapply, as the tenant did not appear at this hearing.

Conclusion

I dismiss the tenant's application without leave to reapply. On this basis, I find that this tenancy ended on October 3, 2014, the corrected effective date on the landlord's first 10 Day Notice.

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 17, 2014

Residential Tenancy Branch

