



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Codes: CNR

### Introduction:

This was an application by the tenant to cancel a Notice to End the Tenancy dated December 3, 2014. Only the landlord and his agent attended for the entire duration of the hearing lasting fifteen minutes.

Issues: Is the tenant entitled to any relief?

### Background and Evidence:

Based upon the evidence of the landlord, I find that the Notice to End a Residential Tenancy for non-payment of rent was served on December 5, 2015 by posting it on the tenant's door on December 3, 2014. Based on the evidence of the landlord I find that the tenancy began on January 15, 2014 with rent amounting to \$ 700.00 per month and fifty per cent of the hydro bills for the whole house. The tenant paid a security deposit amounting to \$ 325.00 on January 15, 2014. The landlord testified that the tenant did not pay any rent for November, December 2014 and January 2015.

### Analysis:

The Residential Tenancy Act permits a tenant to apply to have the Notice set aside where the tenant disputes 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. Here the tenant disputed the notice but failed to attend the hearing. I have dismissed her application and upheld 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 and has upheld the Notice. At the landlord's request I order pursuant to section 44 that the tenancy shall end on the date set out in the Notice.

Conclusion:

As a result I granted the landlord an Order for Possession. The tenant must be served with this Order and decision 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. I have dismissed the tenant's application herein and there will not be any recovery of the filing fee. The landlord is cautioned to deal with the security deposit in accordance with section 38 of the Act.

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: January 06, 2015

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Residential Tenancy Branch

