



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ARGUS HOMES  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes MT CNR OLC MNDC FF

### Introduction

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

- more time to make an application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent ("the 10 Day Notice") pursuant to section 66;
- 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;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; 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 9:47 am in order to enable the tenant to connect with this teleconference hearing scheduled for 9:30 am. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, and to make submissions with respect to the tenant's application.

Rule 10.1 of the Rules of Procedure provides as follows:

The dispute resolution proceeding must commence at the scheduled time unless otherwise decided by the Arbitrator. The Arbitrator may conduct the dispute resolution proceeding in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

In the absence of the applicant's participation in this hearing, and given the sworn evidence provided by the landlord, **I order the application dismissed without liberty to reapply.**

### Issue to be Decided

As the tenant failed to attend, his application is dismissed in its entirety. Pursuant to section 55, is the landlord entitled to an Order of Possession?

### Background and Evidence

The landlord gave evidence that the rental agreement for the premises began on May 1, 2012. The rental amount for this unit was \$1100.00 payable on the first of each month. The landlord testified that she continues to hold the \$550.00 security deposit that the tenant paid on April 10, 2012.

At this hearing, the landlord made an oral application for an Order of Possession for Cause, specifically repeated late payment of rent. The landlord testified that the tenant did not pay rent on time 8 months in 2014 and 3 months in 2015. She further provided undisputed sworn testimony that, as of the date of this hearing, the tenant has not paid rent for June 2015 or July 2015. She testified that she is not certain whether the tenant continues to reside in the rental unit as of the date of this hearing.

The landlord issued a 1 Month Notice to End Tenancy for Cause citing the ground of late payment of rent. The landlord testified that the 1 Month Notice was sent by registered mail. The tenant had applied to cancel this notice at this hearing. The landlord also testified that she has issued a 10 Day Notice for non-payment of rent by posting the notice on the tenant's door.

At this hearing, the landlord sought an Order of Possession.

### Analysis

Section 55(1) of the *Act* reads 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.

The tenant made an application to dispute the landlord's notice to end tenancy. The tenant did not attend to support his application. The landlord made an oral request for an order of Possession. As I have dismissed the tenant's application, **I find the landlord is, pursuant to section 55(1), entitled to an Order of Possession.**

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant(s). Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 07, 2015

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Residential Tenancy Branch

