



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR

### Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the 10 day Notice to End Tenancy dated October 4, 2015.

A hearing was conducted by conference call in the presence of the respondent and in the absence of the applicant who failed to attend at the scheduled start time of the hearing. The telephone line conference line remained open and the phone system was monitored for ten minutes. The applicant failed to appear. I then proceeded with the hearing. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

The landlord served a 2 month Notice to End Tenancy on the tenant on September 30, 2015 setting the end of tenancy for November 30, 2015. The tenant failed to pay the rent for October. The landlord served a 10 day Notice to End Tenancy on the tenant on October 4, 2015.

### Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated October 4, 2015?

### Background and Evidence

The landlord rented the rental property from a third party and sublet this rental unit to the tenant. The landlord's tenancy with the third party is to come to an end on November 30, 2015.

The tenancy began approximately 6 months ago. The written tenancy agreement provided that the tenant(s) would pay rent of \$650 per month payable in advance on the first day of each month.

The landlord testified the tenant failed to pay the rent in October. She continued to reside in the rental unit and failed to pay the rent for November. The landlord testified the tenant has not returned to the rental unit for a period of time and he has had to move.

#### Analysis

The tenant failed to appear at the hearing. I determined there was rent owing for October. The tenant has failed to give the landlord notice of any sort advising that she was leaving. The tenant is not required to pay the rent for November as she is entitled to the equivalent of one month rent free under section 51(1) of the Act.

I dismissed the tenant's application to cancel the 10 day Notice to End Tenancy without leave to re-apply as the rent remains owing for October and the Notice is valid.

#### Order for Possession:

The Residential Tenancy Act provides that where a landlord has made an oral request for an Order for Possession at a hearing where an arbitrator has dismissed a tenant's application to set aside a Notice to End Tenancy, the arbitrator must grant an Order for Possession. The landlord made this request at the hearing. As a result I granted the landlord an Order for Possession on 2 days notice.

The tenant must be served with this Order 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.

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 27, 2015

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Residential Tenancy Branch

