



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, O

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.

The applicant failed to attend the hearing at the scheduled start time. The landlord was present and ready to proceed. 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 in the absence of the applicant.

I find that the 10 day Notice to End Tenancy was served on the Tenant by posting on October 4, 2015. I find that the Application for Dispute Resolution/Notice of Hearing filed was served on the landlord. With respect to each of the applicant's claims I find as follows:

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 parties entered into a one year fixed term written tenancy agreement that provided that the tenancy would start on December 15, 2014 and end on December 14, 2015. The tenancy agreement provided that the tenant(s) would pay rent of \$1950 per month payable in advance on the 15th day of each month. The tenant(s) paid a security deposit of \$975 at the start of the tenancy.

Analysis:

The tenant failed to attend the hearing or present any evidence. The landlord testified she used the government form for the Notice to End Tenancy. Further, the tenant failed to pay the rent for the period September 15, 2015 to October, 14, 2015 (\$1950 is owed),

October 15, 2015 to November 14, 2015 (\$1950 is owed) and November 15, 2015 to December 14, 2015 (\$1950 is owed) and the sum of \$5850 is outstanding.

I determined the landlord has established sufficient cause to end the tenancy on the basis on non-payment of rent. The tenant's application is dismissed without leave to re-apply.

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: December 09, 2015

Residential Tenancy Branch

