



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, FF

### Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the 10 day Notice to End Tenancy dated January 12, 2016

The applicant failed to contact the telephone bridge number at the scheduled start of the hearing. A representative of the respondent 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 Notice to End Tenancy was served on the Tenant by posting on January 12, 2016.

### Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated January 12, 2016?

### Background and Evidence

The tenancy began on September 22, 2012 when the parties entered into a written tenancy agreement that provided for a fixed term of 3 months becoming month to month after that. The tenancy agreement provided that the tenant(s) would pay rent of \$680 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$317.50 in July 2006.

The landlord testified the tenant owed rental arrears totaling \$3530 as on January 1, 2016. He has failed to pay the rent for February 2016 and March 2016.

### Analysis:

The tenant failed to attend the hearing. After hearing the evidence presented by the landlord I determined there is no basis to cancel the 10 day Notice to End Tenancy.

I determined that the landlord has established sufficient cause to end the tenancy. As a result I dismissed the tenant's application to cancel the 10 day Notice to End Tenancy. I order that the tenancy shall end on the date set out in the Notice.

Order for Possession:

The Residential Tenancy Act provides that where an arbitrator has dismissed a tenant's application to cancel a Notice to End Tenancy, the arbitrator must grant an Order for Possession. 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: March 03, 2016

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Residential Tenancy Branch

