



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPM, OPR, MNR, CNR

### Introduction

The Application for Dispute Resolution filed by the Tenants seeks an order to cancel the 10 day Notice to End Tenancy dated March 2, 2016.

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession for non-payment of rent
- b. An Order for Possession pursuant to a mutual agreement to end the tenancy.
- c. A monetary order in the sum of \$2400 for non-payment of rent.

A hearing was conducted by conference call in the presence of a representative of the landlord and in the absence of the Tenants although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the 10 day Notice to End Tenancy was served on the Tenants by posting on March 2, 2016. Further I find that the Amended Application for Dispute Resolution/Notice of Hearing filed by the landlord was served on the Tenants by mailing, by registered mail to where the tenants reside on March 18, 2016.

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated March 2, 2016?
- b. Whether the landlord is entitled to an Order for Possession?
- c. Whether the landlord is entitled to a monetary order and is so how much?

### Background and Evidence

The landlord acquired this tenancy when the rental property was purchased 3 years ago. The rent is \$600 per month payable in advance on the first day of each month. The tenants have not paid a security deposit.

The tenants have failed to pay the rent for the months on January, February, March and April 2016 and the sum of \$2400 remains owing. The tenant(s) continue to reside in the rental unit. .

#### Tenant's Application

The tenant's failed to attend the hearing. As a result I ordered that their application to cancel the 10 day Notice to End Tenancy be dismissed without liberty to re-apply.

#### 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.

#### Landlord's Application Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. There is outstanding rent. The Tenants' application to set aside the Notice to End Tenancy has been dismissed. Accordingly, 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.

#### Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the month(s) of January, February, March and April 2016 and the sum of \$2400 remains owing. I determined the landlord has given sufficient notice of their intention to claim for all of last month as provided in the Application for Dispute Resolution. I granted the landlord a monetary order in the sum of \$2400.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

Conclusion:

I dismissed the tenants' application to cancel the 10 day Notice and I issued an Order for Possession on 2 days notice. I ordered that the Tenants pay to the Landlord the sum of \$2400 for non payment of rent.

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: April 18, 2016

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Residential Tenancy Branch