



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MT

Introduction

On May 17, 2016, the Tenant made an Application for Dispute Resolution to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (“the Notice”) dated May 10, 2016.

The matter was set for a conference call hearing at 11:00 a.m. on this date. The Landlord attended the hearing; however, the Tenant did not.

The Landlord provided affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

Is the Landlord entitled to an order of possession?

Background and Evidence

The Landlord testified that the tenancy began around November of 2015, as a month to month tenancy. Rent in the amount of \$950.00 per month is to be paid on the first day of each month. The Tenant paid the Landlord a security deposit in the amount of \$475.00.

The Landlord testified that the Tenant is still living in the rental unit, but is scheduled to move out the next day. The Landlord testified that the Tenant did not pay all the rent for May 2016. The Landlord testified that the Notice was served on the Tenant on May 10,

2016, by personal service. The Notice states that the Tenant must move out of the rental unit by May 20, 2016.

The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the tenant had five days to dispute the Notice.

The Tenant disputed the Notice but did not appear at the hearing. The Tenant did not provide a copy of the 10 Day Notice to End Tenancy for Unpaid Rent dated May 10, 2016.

The Landlord testified that she has not received any rent from the Tenant since issuing the Notice.

The Landlord testified that she would fax a copy of the Notice to the Residential Tenancy Branch after the hearing; however a fax copy of the Notice has not been received.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I find that the Tenant did not pay rent within 5 days of receiving the Notice. The Tenant did not appear at the hearing and therefore, I dismiss the Tenant's application to cancel the 10 Day Notice To End Tenancy For Unpaid Rent dated May 10, 2016. It is therefore conclusively presumed under section 46(5) of the *Act* that the Tenant has accepted that the tenancy ended on the effective date of the Notice.

Under section 55 of the *Act*, when a Tenants application to cancel a Notice to end tenancy is dismissed, and I am satisfied that the notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the Landlord an order of possession.

As there is no Notice before me, I am not satisfied that the Notice complies with the requirements for form and content and I do not grant the Landlord an order of possession.

Conclusion

The Tenant did not appear at the hearing and her application is dismissed. It is conclusively presumed under section 46(5) of the *Act* that the Tenant has accepted that the tenancy ended on the effective date of the Notice.

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: June 16, 2016

Residential Tenancy Branch