



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNR, OLC, LRE

Introduction

On May 19, 2016, the Tenants made an Application for Dispute Resolution to request more time to make application 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 1:30 p.m. on this date. The Landlord attended the hearing; however, the Tenants did not.

The Landlord was provided the opportunity to present his 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 on May 1, 2015, for a one year fixed term that continued thereafter as a month to month tenancy. Rent in the amount of \$925.00 per month is to be paid on the first day of each month. The Tenants paid the Landlord a security deposit in the amount of \$462.50, and a pet deposit in the amount of \$462.50.

The Landlord testified that the Tenants have not paid rent for the months of October 2015, and November 2015. The Landlord testified that the Notice was served on the Tenants on May 10, 2016, by posting the Notice on the Tenants door. The Notice states that the Tenants must move out of the rental unit by May 20, 2016.

Section 46 of the Act states that a Landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy effective on a date that is not earlier than 10 days after the date the Tenant receives the Notice.

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

The Landlord testified that he has not received any rent from the Tenants since issuing the Notice. The Landlord also testified that he did not have any agreement with the Tenants that allowed the Tenants to not pay the rent.

The Tenants applied for this hearing on May 19, 2016, asking for more time to dispute the Notice, but did not make an appearance.

Analysis

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

I find that the Tenants have not paid any rent for the months of October 2015, and November 2015, in the amount of \$1,850.00. The Tenant did not appear at the hearing and I dismiss the Tenant's application for more time to make an application to cancel the Notice dated May 10, 2016.

Under section 55 of the Act, when a Tenant's 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.

I find that the Notice complies with the requirements for form and content and I find that the Landlord is entitled to an order of possession effective 2 (two) days, after service on the Tenants. This order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The Tenant's application is dismissed. The Landlord is granted an order of possession effective two (2) days after service on the Tenants.

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 21, 2016

Residential Tenancy Branch