



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REGIER PROPERTIES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT, CNR

Introduction

On June 9, 2016, the Tenant made an Application for Dispute Resolution for more time to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (“the Notice”) dated June 3, 2016.

The matter was set for a conference call hearing. The Landlords attended the hearing; however, the Tenants did not.

The Landlords were provided the opportunity to present their evidence orally, 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.

Preliminary Issues

The Landlords testified that the Tenants did not serve them with the Notice of Hearing. The Landlords stated that they called the Residential Tenancy Branch and were informed of the hearing date and time.

Issue to be Decided

Should the Tenant’s application be dismissed?
Is the Landlord entitled to an order of possession?

Background and Evidence

The Landlords testified that the tenancy began on February 15, 2016, as a month to month tenancy. Rent in the amount of \$870.00 per month is to be paid on the 15th day of each month. The Tenant paid a security deposit in the amount of \$435.00.

The Landlord testified that the Tenant is still living in the rental unit. The Landlord testified that the Tenant has not paid any rent since he purchased the property on March 1, 2016.

The Landlord testified that the Notice was served on the Tenant by posting the Notice to the Tenant's door. The Notice states that the tenant owes \$870.00 that was due on June 1, 2016. The Notice states that the Tenant must move out of the rental unit by June 16, 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 failed to attend the hearing.

Analysis

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

I find that the Tenants have disputed the Notice within the required timeline but have failed to attend the hearing. Therefore, I dismiss the Tenant's application to cancel the 10 Day Notice To End Tenancy For Unpaid Rent dated June 3, 2016.

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.

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 Tenant. 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 2 (two) 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: July 15, 2016

Residential Tenancy Branch