



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNC

Introduction

On May 6, 2016, the Tenant submitted an Application for Dispute Resolution asking for more time to dispute a 1 Month Notice to End Tenancy for Cause dated April 25, 2016, ("the Notice").

The Landlord appeared at the hearing; however, the Tenant did not. The hearing process was explained and the participants were asked if they had any questions. The Landlord provided affirmed testimony and was provided the opportunity to present his evidence orally and in written and documentary form, and make submissions to me.

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 he purchased the home on December 31, 2015, and entered into a new tenancy agreement with the Tenant. Rent in the amount of \$1,065.00 is payable on the last day of each month. A pet damage deposit of \$532.50 was required to be paid by December 31, 2015.

The Landlord provided a copy of the tenancy agreement that indicates a pet damage deposit was required to be paid by December 31, 2015.

The Landlord testified that he served the Notice to the Tenant in person on April 30, 2016.

The Notice states that the Tenant has the right to dispute the Notice within 10 days by filing for Dispute Resolution.

The Tenant disputed the Notice on May 6, 2016, but failed to appear at the hearing.

The Landlord requests an order of possession if the Tenants application is dismissed. The Landlord testified that the Tenant has paid rent for the month of July 2016.

With respect to the issue in the Notice regarding the non-payment of a pet deposit, section 47 of the Act states that a Landlord may end a tenancy by giving a Notice to end the tenancy if the Tenant does not pay the pet damage deposit within 30 days of the date it is required to be paid under the tenancy agreement.

Analysis

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

The Landlord issued the Notice more than 30 days after it was required to be paid under the tenancy agreement.

The Tenant disputed the Notice but failed to attend the hearing. Since the Tenant did not appear, I dismiss the Tenant's Application to cancel the 1 Month Notice To End Tenancy for Cause dated April 25, 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 am satisfied that the Notice complies with the requirements of form and content and I grant the Landlord an order of possession effective at 1:00 pm on July 31, 2016, 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 failed to attend the hearing and therefore the Tenant's application is dismissed. I grant the Landlord an order of possession effective at 1:00 p.m. on July 31, 2016. The Tenant must be served with the order of possession. Should the

Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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 06, 2016

Residential Tenancy Branch