



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

On June 7, 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 June 5, 2016.

The Landlord attended the hearing; however, the Tenant did not. The Landlord testified that she was served with the Notice of Hearing on June 9, 2016.

The Landlord was provided the opportunity to present their 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

Should the Tenants' Application be dismissed?
Is the Landlord entitled to an order of possession?

Background and Evidence

The Landlord testified that the tenancy began on September 1, 2015, for a one year fixed term to continue thereafter as a month to month tenancy. Rent in the amount of \$1,250.00 per month is to be paid on the first day of each month. The Tenant paid a security deposit in the amount of \$625.00 to the Landlord.

The Landlord testified that the Tenant failed to pay all of her rent when it was due. The Landlord testified that the Notice was served on the Tenant on June 5, 2016, by personal service. The Notice states that the Tenant must move out of the rental unit by June 15, 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 within the required timeline but failed to attend the hearing.

The Landlord testified that she did not receive the outstanding rent within five days of issuing the Notice.

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.

Analysis

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

I find that the Tenant has failed to pay the rent that was due within five days of receiving the Notice. The Tenant has failed to appear at the hearing. Therefore, I dismiss the Tenant's application to cancel the Notice dated June 5, 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 to end tenancy 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 failed to attend the hearing and the Tenant's application is dismissed without leave to reapply. The Landlord is granted an order of possession effective two (2) days after service on the Tenant.

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 13, 2016

Residential Tenancy Branch