



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Landlord: OPR, MNR
Tenant: CNR, MNSD, OLC, O

Introduction

This hearing dealt with cross Applications for Dispute Resolution. The landlord sought an order of possession and a monetary order and the tenant sought to cancel a notice to end tenancy and return of his security deposit.

The hearing was conducted via teleconference and was attended by the landlord.

This hearing was originally scheduled in response to the tenant's Application for Dispute Resolution submitted on June 3, 2016 seeking to cancel a notice to end tenancy. The landlord then submitted his Application for Dispute Resolution on June 29, 2016.

As such, I find the tenant was sufficiently aware of this hearing and the matters that were contained in the Applications, pursuant to Section 71 of the *Residential Tenancy Act (Act)*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession for unpaid rent and to a monetary order for unpaid rent, pursuant to Sections 46, 55, 67, and 72 of the *Act*.

It must also be decided if the tenant is entitled to cancel a 10 Day Notice to End Tenancy for Unpaid Rent and to a monetary order for return of the security deposit, pursuant to Sections 38, 46, 67, and 72 of the *Act*.

Background and Evidence

The landlord submitted the tenancy began on February 1, 2016 as a month to month tenancy for the monthly rent of \$1,900.00 due on the 1st of each month with a security deposit of \$950.00 paid.

The landlord submitted into evidence a copy of a 10 Day Notice to End Tenancy for Unpaid Rent dated June 14, 2016 with an effective vacancy date of June 27, 2016 due to \$1,900.00 in unpaid rent. The landlord testified the tenant failed to pay rent for the month of June 2016 and as such he issued the Notice. He also stated that the tenant has failed to pay rent for the month of July 2016.

The landlord confirmed in his Application that he had served the tenant with the above 10 Day Notice on June 14, 2016 at 4:45 p.m. by posting it on the rental unit door and that this service was witnessed by a third party.

Analysis

In the absence of the tenant, I dismiss the tenant's Application for Dispute Resolution in its entirety.

Section 46 of the *Act* states 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 on a date that is not earlier than 10 days after the date the tenant receives the notice. A notice under this section must comply with Section 52 of the *Act*.

Section 46(4) allows the tenant to either pay the rent or file an Application for Dispute Resolution to dispute the notice within 5 days of receipt of the notice.

Section 46(5) states that if a tenant who has received a notice under this section does not pay the rent or make an Application for Dispute Resolution to dispute the notice within the allowed 5 days the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice and must vacate the rental unit.

I find that by failing to attend this hearing the tenant has provided no valid reasons as to why the Notice should be cancelled. As a result, I find the tenant is conclusively presumed to have accepted the tenancy has ended.

Conclusion

I find the landlord is entitled to an order of possession effective **two days after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$3,800.00** comprised of rent owed.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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 14, 2016

Residential Tenancy Branch