



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT CNR

Introduction

On July 29, 2016, the Tenant made an Application for Dispute Resolution requesting more time to make an application to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities ("the 10 Day Notice").

The matter was set for a conference call hearing at 9:00 a.m. on this date. The Landlord attended the hearing; however, the Tenant did not.

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

Is the Landlord entitled to an order of possession?

Background and Evidence

The Landlord provided documentary evidence of a tenancy agreement between the parties that indicates the tenancy began on April 27, 2016, as a month to month tenancy. Rent in the amount of \$1,200.00 per month is to be paid on the first day of each month.

The Tenant applied for dispute resolution to dispute the 10 Day Notice but failed to attend the hearing.

The Landlord testified that the Tenant is still living in the rental unit. The Landlord testified that the Tenant has not paid all the rent that is owing. The Landlord testified that he personally served a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities Notice dated May 29, 2016, at the Tenant's residence on May 29, 2016.

The Notice states that the Tenant owes \$650.00 that was due on May 1, 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 Landlord testified that the Tenant did not pay all the rent that was owing within five days of receiving the 10 Day Notice. The Landlord requests an order of possession.

Analysis

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

The Tenant failed to pay the rent that was owing to the Landlord within 5 days of receiving the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated May 29, 2016. The Tenant applied for dispute resolution on July 29, 2016, which is well beyond the five days permitted under section 46 of the Act. The Tenant has failed to attend the hearing. I dismiss the Tenant's application to cancel the 10 Day Notice Notice dated May 29, 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 10 Day 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 to dispute the 10 Day Notice was late and the Tenant failed to attend the hearing. The Tenant's Application is dismissed. 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: September 28, 2016

Residential Tenancy Branch