



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BROADWATER GREEN MGMT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** CNC CNR OPC OPR

### **Introduction:**

Only the landlord (respondent) attended the hearing and gave sworn testimony. He agreed the tenant had served them with both her application and amendment. The tenant applies to cancel two Notices to End the Tenancy, one is a 10 Notice dated November 2, 2016 and the second is a Notice for cause dated September 27, 2016 to be effective October 31, 2016.

**Issues:** Is the tenant entitled to any relief?

### **Background and Evidence:**

The tenant applicant did not attend the hearing and was still not in attendance when the hearing concluded 15 minutes later. The landlord was given opportunity to be heard, to provide evidence and to make submissions. The tenancy began on August 1, 2016, rent is \$790 per month and there is a security deposit of \$395. When the Notice to End Tenancy for unpaid rent was served on November 2, 2016, the tenant owed \$1580. The landlord said they had received no payments and have been unable to contact the tenant. He said an agency with whom she was dealing have been unable to contact her either for the past two weeks. He requests an Order of Possession.

### **Analysis:**

I elect to proceed on the 10 Day Notice to End Tenancy for unpaid rent. The Residential Tenancy Act permits a tenant to apply to have the Notice set aside where the tenant disputes that rent is owed or where the amount of rent that is unpaid is an amount the tenant is permitted under this Act to deduct from the rent. Although the tenant disputed the Notice in time, she did not attend to support her application and I find the weight of the evidence is the rent has not been paid. In her application, she said the rent had been lost. Section 26 of the Act requires a tenant to pay rent on time. I therefore dismiss her application to cancel the Notice to End the Tenancy. I find the tenancy ended on November 12, 2016 which was the effective date of the Notice.

Section 55(1)(a) provides that the arbitrator must grant an order of possession of the rental unit if the landlord makes an oral request for an order of possession at a hearing where an arbitrator has dismissed the tenant's application pursuant to section 46 and

has upheld the Notice. The landlord has made this request at the hearing. As a result I grant the landlord an Order for Possession.

**Conclusion:**

I dismiss the tenant's application. No filing fee was involved. I grant the landlord an Order for Possession effective two days from service. The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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: November 30, 2016

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Residential Tenancy Branch