



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the 10 day Notice to End Tenancy dated October 27, 2016.

The applicant failed to contact the telephone bridge number at the scheduled start of the hearing. The respondent was present and ready to proceed. The telephone line conference line remained open and the phone system was monitored for ten minutes. The applicant failed to appear. I then proceeded with the hearing.

On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the 10 day Notice to End Tenancy was personally served on the Tenant on October 27, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by the Tenant was served on the landlord.

Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy?

Background and Evidence

The tenancy began on January 15, 2011. The tenancy agreement provided that the tenant(s) would pay rent of \$600 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$300 prior to the start of the tenancy.

The landlord testified the tenant has failed to pay the rent for the months of August (\$200 is owed), September (\$600 is owed), October (\$600 is owed), November (\$600 is owed) and December (\$600 is owed) and the sum of \$3200 remains outstanding. .

Analysis:

I dismissed the tenant's application to cancel the 10 day Notice to End Tenancy. Neither party produced a copy of the Notice to End Tenancy. However, the landlord testified he used an approved form. There is outstanding rent. There is no basis to cancel the Notice.

Determination and Orders:

I dismissed the tenant's application to cancel the 10 day Notice to End Tenancy. I order that the tenancy shall end on the date set out in the Notice. .

Order for Possession:

The Residential Tenancy Act provides that where an arbitrator has dismissed a tenant's application to cancel a Notice to End Tenancy, the arbitrator must grant an Order for Possession. As a result I granted the landlord an Order for Possession on 2 days notice.

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: December 19, 2016

Residential Tenancy Branch