



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNR

Introduction

This hearing dealt with a tenant's Application for Dispute Resolution (the "Application") under the Residential Tenancy Act (the "Act") for:

- cancellation of the landlord's 10 Day Notice To End Tenancy for Unpaid Rent or Utilities (the "10 Day Notice"), pursuant to section 46; and
- cancellation of the landlord's One Month Notice To End Tenancy for Cause (the "One Month Notice"), pursuant to section 47;

The tenant did not appear at the hearing which lasted until 9:45 a.m.. The landlord appeared at the teleconference hearing and gave affirmed testimony. During the hearing the landlord was given a full opportunity to be heard, to present sworn testimony and make submissions. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

Issue(s) to be Decided

- Should the landlord's 10 Day Notice be cancelled?
- Should the landlord's One Month Notice be cancelled?

Background and Analysis

As this hearing dealt with the tenant's application and the tenant did not attend the hearing, I dismiss the tenant's application. In the absence of the tenant, the landlord's testimony was undisputed.

The landlord testified that the tenancy started August 1, 2016 for a fixed term of one year pursuant to a written tenancy agreement that was signed by the tenant on July 15, 2016. The rent is \$850.00 due on the first day of each month. The landlord testified that she did not receive rent from the tenant that was due on November 1, 2016 and December 1, 2016. She testified that she served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "10 Day Notice") on November 5, 2016 by

posting a copy on the door of the rental unit. The amount of unpaid rent shown on the 10 Day Notice is \$850.00 for rent due November 1, 2016.

When a tenant's application to dispute a landlord's notice to end a tenancy is dismissed, s. 55 of the *Act* requires me to grant an order of possession if the landlord's notice to end a tenancy complies with section 52 of the *Act*.

Based on the above, the testimony and evidence, and on a balance of probabilities, I find that the 10 Day Notice complies with s.52 of the *Act*. As a result, I find the landlord is entitled to an order of possession.

As the tenancy is ending on the basis of the 10 Day Notice, I do not need to address the issue of the One Month Notice.

Conclusion

I dismiss the tenant's application without leave to reapply.

Pursuant to section 55 of the *Act*, I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 06, 2016

Residential Tenancy Branch