



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bakonyl Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT, FF

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for more time to cancel a notice to end tenancy - Section 66; and
2. An Order for the recovery of the filing fee - Section 72.

The matter was set for a conference call hearing at 9 a.m. on this date. The phone system was monitored until 9:10 and the Tenant did not appear. The Landlord appeared at the scheduled time. It is noted that the Tenant's application did not include a claim to cancel the notice to end tenancy and although the Tenant was given opportunity to do so by the Residential Tenancy Branch nothing was changed in the application prior to the hearing.

The Landlord states that the Tenant failed to pay the full rent as required on November 1, 2016 and that the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent (the “Notice”) in person on November 28, 2016. It is noted that a copy of this Notice was provided by the Tenant as evidence for this hearing. The Landlord states that the Tenant has not paid the November 2016 rent owed, has not paid any rent for December 2016 or January 2017 and has not moved out of the unit. The Notice sets out the rent owed and an effective date.

Section 64 of the Act allows for an amendment to be made to an application. As I see no other purpose for the Tenant's application than to cancel a notice to end tenancy, I amend the application to include this claim. As the Tenant did not appear to pursue its application I dismiss the application.

Section 55(1) provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, an order of possession must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenant's application is dismissed or the landlord's notice is upheld. Section 52 of the Act provides that a notice to end tenancy from a landlord must be in writing and must be signed and dated by the landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form. Based on the Landlord's undisputed evidence I find that the Notice is valid. As the Notice complies in form I find that the Landlord is entitled to an order of possession.

I grant an Order of Possession to the Landlord. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and 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: January 10, 2017

Residential Tenancy Branch