



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes MT, CNR,

### Introduction

On November 21, 2016, the Tenant made an Application for Dispute Resolution to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (“the 10 Day Notice”) dated November 11, 2016.

The matter was set for a conference call hearing. The Landlord attended the hearing; however, the Tenant did not.

The Landlord was provided the opportunity to present his 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

- Did the Tenant pay the outstanding rent within 5 Days of receiving the 10 Day Notice?
- Is the Landlord entitled to an order of possession?

### Background and Evidence

The Landlord testified that the previous Tenant vacated the rental unit and the Tenant remained in the unit. The Landlord testified that he did not have any tenancy agreement with the remaining Tenant. The Landlord testified that he offered a tenancy to the Tenant starting October 2016. Rent in the amount of \$1,000.00 per month is to be paid on the first day of each month. The Tenant did not pay a security deposit.

The Landlord testified that the Tenant did not pay any rent for October 2016, and has not paid any rent since.

The Landlord testified that a 10 Day Notice was served on the Tenant on November 11, 2016, by handing it to her directly.

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 Notice states that the Tenant must move out of the rental unit by November 21, 2016.

The Tenant disputed the 10 Day Notice on November 21, 2016, but failed to appear at the hearing. The Tenant's application to dispute the Notice was filed late.

The Landlord testified that he has not received any rent from the Tenant since issuing the 10 Day Notice.

The Landlord is requesting an order of possession.

### Analysis

Section 12 of the Act states that the standard terms are terms of every tenancy agreement whether or not the tenancy agreement is in writing.

Section 46 of the Act states that a Landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy effective on a date that is not earlier than 10 days after the date the Tenant receives the Notice.

Section 26 of the Act states that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

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

I find that a tenancy agreement was established between the parties.

I find that the Tenant did not pay the rent that was due within five days of receiving the 10 Day Notice to End Tenancy For Unpaid Rent dated September 11, 2016.

The Tenant failed to appear at the hearing and therefore, I dismiss the Tenant's application to cancel the 10 Day Notice.

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 two (2) 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 failed to attend the hearing and the Tenant's application is dismissed. The Tenant failed to pay the rent that was due under the tenancy agreement. 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: January 04, 2017

---

Residential Tenancy Branch