



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes          CNR, PSF

### Introduction

On February 7, 2017, the Tenants submitted an Application for Dispute Resolution to cancel a 10 Day Notice to End Tenancy for Unpaid Rent and for an order that the Landlord provide services and facilities required by law. The matter was set for a conference call hearing.

The Landlord attended the teleconference hearing; however, the Applicant/ Tenants did not.

The Landlord provided affirmed testimony that he was served with the Notice of Hearing by the Tenants on February 11, 2017. The Landlord was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions at the hearing.

### Issues to be Decided

- Should the 10 Day Notice To End tenancy for Unpaid Rent be cancelled?
- Is the Landlord entitled to an order of possession?

### Background and Evidence

The Landlord testified that the tenancy began on May 1, 2016. Rent in the amount of \$750.00 is to be paid by the Tenants on the first day of each month. The Tenants paid the Landlord a security deposit of \$400.00.

The Landlord testified that the Tenants were served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated February 2, 2017, ("the Notice") on February 2, 2017. The Landlord testified that the Tenants were served with the Notice in person.

The Notice states that the Tenants have failed to pay rent in the amount of \$750.00 which was due on February 1, 2017. The Notice informed the Tenants that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenants had five days to dispute the Notice.

The Landlord testified that the Tenants did not pay the rent owing within five days of receiving the Notice. The Landlord testified that the Tenants have not paid any rent to the Landlord since the Notice was issued.

The Tenants failed to attend the hearing.

The Landlord seeks an order of possession.

### Analysis

Based on the evidence before me, the affirmed testimony of the Landlord, and on a balance of probabilities, I find that the Tenants did not pay the rent owing under the tenancy agreement within five days of receiving the Notice, and did not have the authority to withhold the payment of rent.

The Tenants failed to attend the hearing and their Application to cancel the 10 Day Notice is dismissed.

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 Notice complies with the requirements for form and content and I find that the Landlord is entitled to an order of possession effective 2 (two) days, after service on the Tenants. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenants are cautioned that costs of such enforcement are recoverable from the Tenants.

### Conclusion

The Tenants failed to pay the rent owing under the tenancy agreement within five days of receiving a 10 Day Notice To End Tenancy for Unpaid Rent.

The Landlord is granted an order of possession effective 2 days after service on the Tenants.

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: March 10, 2017

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Residential Tenancy Branch