



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR, OPR, MNR

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenant applied on June 13, 2017 for:

1. An Order cancelling a 10 day notice to end tenancy - Section 46; and
2. An Order cancelling a one month notice to end tenancy - Section 47.

The Landlord applied on June 21, 2017 for:

1. An Order of Possession - Section 55; and
2. An Order for unpaid rent or utilities - Section 67.

The Tenant did not appear and failed to attend to present their claim. The Landlord appeared and was ready to proceed. Given the failure to pursue its application, I dismiss the Tenant’s application.

I accept the Landlord’s evidence that the Tenant was served with the Landlord’s application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Landlord was given full opportunity to be heard, to present evidence and to make submissions. The Landlord states that they are only seeking an order of possession.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Background and Evidence

The tenancy started on December 1, 2016. Rent of \$1,400.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$700.00 as a security deposit. The Tenant failed to pay the full rent for June 2017 and on June 7, 2017 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent (the "Notice") by posting the Notice on the door. The effective date of the Notice is set out as June 20, 2017 and the amount indicated on the Notice as being unpaid is \$500.00.

The Tenant did not pay any rent for July 1, 2017 and on July 31, 2017 the Landlord received a total of \$2,600.00 from the Tenant. The Landlord provided the Tenant with receipts for use and occupancy only. On August 11, 2017 the Tenant paid the final rent owing for August 2017 and the Landlord issued a receipt for use and occupancy only. The Landlord claims an order of possession for August 31, 2017.

Analysis

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 In order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,

(d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and

(e) when given by a landlord, be in the approved form.

Considering that the required form and content is contained on the Notice and given the dismissal of the Tenant's application I find that the Landlord is entitled to an order of possession as claimed.

Conclusion

I grant an Order of Possession effective 1:00 p.m. on August 31, 2017 to the Landlord.

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: August 16, 2017

Residential Tenancy Branch