



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC CNR

Introduction

This hearing addressed the tenants' application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's Notice to End Tenancy for Cause pursuant to section 47; and
- cancellation of the landlord's Notice to End Tenancy for unpaid rent pursuant to section 46.

While the respondent landlord attended the hearing by way of conference call, the Applicant tenants did not, although I waited until 10:40 A.M. in order to enable the Applicants to connect with this teleconference hearing scheduled for 10:30 A.M.

Rule 7.1 of the Rules of Procedure provides as follows:

7.1 Commencement of the dispute resolution proceeding - The dispute resolution proceeding must commence at the scheduled time unless otherwise decided by the Arbitrator. The Arbitrator may conduct the dispute resolution proceeding in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

The landlord provided undisputed testimony that rent was \$1,100.00 and a security deposit of \$500.00 collected at the outset of the tenancy continues to be held. The landlord said that a 2 Month Notice to End Tenancy, along with a 10 Day Notice to End Tenancy had been served on the tenants. The landlord said that rent remained unpaid for July, August, September and October 2017.

Analysis

Section 55(1) of the *Act* reads as follows:

55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing,

- (a) the landlord's notice to end tenancy complies with section 52{form and content of notice to end tenancy}, and*
- (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.*

Based on the 10 Day Notice entered at the hearing as written evidence and the landlord's sworn testimony, I find that the landlord's 10 Day Notice complies with section 52 of the *Act*. The tenants' failure to attend this hearing and present evidence relating to their application leads me to order that their application to cancel the 10 Day Notice is dismissed without liberty to reapply.

Based on my decision to dismiss the tenants' application for dispute resolution and my finding that the landlord's 10 Day Notice complies with section 52 of the *Act*, I find that this tenancy ended on the effective date of the 10 Day Notice, August 12, 2017, and the landlord is entitled to an Order of Possession.

During the course of the hearing, the landlord explained that rent remained unpaid for July, August, September and October 2017. Using the offsetting provisions contained in section 72 of the *Act*, I order the landlord to retain the tenants' security deposit in its entirety.

Conclusion

The landlord is provided with a formal copy of an Order of Possession effective 2 days after service. Should the tenants fail to comply with this Order, this Order may be enforced as an Order of the Supreme Court of British Columbia.

The landlord is ordered to retain the tenants' security deposit against outstanding rent.

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: October 19, 2017

Residential Tenancy Branch