



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BILING HOLDINGS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes

CNR, CNC

### Introduction

On October 10, 2017, the Tenant submitted an Application for Dispute Resolution asking to cancel a 1 Month Notice To End Tenancy For Cause. On October 13, 2017 the Tenant amended the application to include cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities.

This matter was set for hearing by telephone conference call at 11:00 am on this date. The Landlord attended the hearing; however, the tenant did not. The line remained open while the phone system was monitored for ten minutes and the tenant did not call into the hearing during this time.

The Landlord provided affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and make submissions to me.

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.

### Issues to be Decided

- Did the Tenant pay the rent within 5 days of receiving the 10 Day Notice?
- Does the Landlord have cause to end the tenancy?
- Is the Landlord entitled to an order of possession?

### Background

The Landlord testified that he issued the Tenant a 1 Month Notice To End Tenancy For Cause dated September 30, 2017. The Landlord selected the following reasons for ending the tenancy in the 1 Month Notice:

Tenant or a person permitted on the property by the Tenant has:

- Significantly interfered with or unreasonably disturbed another occupant or the Landlord
- Seriously jeopardized the health or safety or lawful right of another occupant or the Landlord
- Put the Landlord's property at significant risk

The Notice provides information for Tenants who receive the Notice. The Notice states that a Tenant has the right to dispute the Notice within 10 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch. If a Tenant does not file an Application within 10 days, the Tenant is presumed to accept the Notice and must move out of the rental unit or vacate the site by the date set out on page 1 of the Notice. If the Tenant does not file an Application, move or vacate, the Landlord can apply for an Order of Possession that is enforceable through the court.

The Tenant disputed the 1 Month Notice within the required time frame.

The Landlord testified that he issued the Tenant a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated October 10, 2017. The 10 Day Notice indicates that the Tenant failed to pay rent in the amount of \$920.00 that was due on October 1, 2017.

The 10 Day Notice provides information for Tenants who receive the Notice. The Notice states that a Tenant has the right to dispute the Notice within 5 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch.

The Landlord testified that the Tenant has not paid any rent since the 10 Day Notice was issued to him.

The Tenant disputed the 10 Day Notice within the required time frame.

The Tenant applied for Dispute Resolution to dispute the 1 Month Notice and the 10 Day Notice but did not appear at the hearing.

The Landlord requested an order of possession for the rental unit.

### Analysis

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

The Tenant applied for Dispute Resolution to cancel a 1 Month Notice to End Tenancy but failed to attend the hearing. Therefore, I dismiss the Tenant's Application to cancel the 1 Month Notice To End Tenancy For Cause dated September 30, 2017.

The Tenant applied for Dispute Resolution to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities but failed to attend the hearing. Therefore, I dismiss the Tenant's Application to cancel the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities Cause dated October 10, 2017.

Under section 55 of the Act, when a Tenants application to cancel a Notice to end tenancy is dismissed and I am satisfied that a 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 1 Month Notice and 10 Day Notice issued by the Landlord meets the requirements for form and content.

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. The Tenant's application to cancel the 1 Month Notice dated September 30, 2017, and 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated October 10, 2017 are dismissed. 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: December 18, 2017

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Residential Tenancy Branch