



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes CNR CNC DRI MNDC ERP LRE LAT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of a 10 Day Notice to End Tenancy for unpaid rent, pursuant to section 46 (the 10 Day Notice);
- cancellation of the landlord's One Month Notice to End Tenancy for Cause (the One Month Notice) pursuant to section 47;
- an order regarding a disputed additional rent increase pursuant to section 43;
- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order to the landlord to make emergency repairs to the rental unit pursuant to section 33;
- authorization to change the locks and/or to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 9:15 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 9:00 a.m. The landlord attended the hearing and was given a full opportunity to provide affirmed testimony and present evidence.

As the tenant failed to participate in this hearing which was set to hear her own application, the tenant's application is dismissed in its entirety without leave to reapply.

Issues

Is the landlord entitled to an order of possession?

Background and Evidence

The tenancy began on December 1, 2016 with a monthly rent of \$1100.00 payable on the 1st day of each month.

The landlord testified that on November 2, 2017 he personally served the tenant with a 10 Day Notice. The landlord subsequently served an additional 10 Day Notice and a One Month Notice on December 3, 2017. The tenant filed an amendment to her original application to dispute both these additional notices.

The landlord testified that the tenant did not pay the full amount of the arrears indicated on the 10 Day Notice date November 2, 2017 within five days of being served and that the full amount is still outstanding. As per this 10 Day Notice, the tenant had outstanding arrears of \$1130.00 which was due on November 1, 2017. The landlord testified that \$30.00 of this arrears was from the previous month.

Analysis

Section 46 of the Act requires that upon receipt of a 10 Day Notice, the tenant must, within five days, either pay the full amount of the arrears indicated on the 10 Day Notice or dispute the 10 Day Notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch.

The tenant filed an application to dispute the 10 Day Notices and One Month Notice but did not participate in the Hearing. In the absence of the applicant tenant, I dismissed the tenant's entire application without leave to reapply.

Section 55(1) of the *Act* states that if a tenant applies to dispute a landlord's notice to end tenancy and their Application for Dispute Resolution is dismissed or the notice is upheld the landlord must be granted an order of possession if the notice complies with all the requirements of Section 52 of the *Act*.

I find that the 10 Day Notice issued by the landlord on November 2, 2017 complies with the requirements of Section 52 of the Act, accordingly, the landlord is granted an Order of Possession pursuant to section 55 of the Act.

Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 23, 2018

Residential Tenancy Branch