



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR

### Introduction

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

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46; and
- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67.

The tenants did not attend this hearing, although I waited until 1:42 p.m. in order to enable the tenants to connect with this teleconference hearing scheduled for 1:30 p.m.

Rules 7.1 and 7.3 of the Rules of Procedure provides as follows:

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

The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord acknowledged receipt of the Application for Dispute Resolution (the Application). In accordance with section 89 of the *Act*, I find that the landlord was duly served with the Application.

As the tenants disputed the 10 Day Notice on January 02, 2018, in accordance with section 88 of the *Act* I find the 10 Day Notice, was duly served to the tenants.

### Issues(s) to be Decided

Should the landlord's 10 Day Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Are the tenants entitled to a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement?

### Background and evidence

The landlord provided a copy of the signed and dated 10 Day Notice identifying \$1,225.00 in unpaid rent with a stated effective date of January 12, 2018.

The landlord testified that the tenants are still currently in possession of the rental unit and have not made any payments towards the tenancy since the 10 Day Notice was issued to them.

### Analysis

**In the absence of any evidence or submissions from the applicants, I order the Application dismissed without liberty to reapply.**

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.*

Section 55(1) of the *Act* provides that if a tenant makes an application to set aside a landlord's notice to end a tenancy and the application is dismissed, the Arbitrator must grant the landlord an order of possession if the notice complies with section 52 of the *Act*. I find that the 10 Day Notice complies with section 52 of the *Act*.

For these reasons, I grant a two (2) day Order of Possession to the landlord.

Conclusion

I dismiss the tenants' Application, without leave to reapply.

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant(s). Should the tenant(s) or any occupant on the premises 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: February 13, 2018

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Residential Tenancy Branch