



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

Dispute Codes: CNR, ERP

## Introduction:

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the 10 day Notice to End Tenancy dated January 19, 2018
- b. An order for emergency repairs. .

The applicant(s) failed to contact the telephone bridge number at the scheduled time for the hearing. A representative of the respondent was present and ready to proceed. The telephone line remained open while the phone system was monitored for ten minutes. The applicant(s) failed to appear. I then proceeded with the hearing in the absence of the applicant(s).

Rule 7.3 of the Rules of Procedure provides as follows:

### **7.3 Consequences of not attending the hearing**

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

A hearing was conducted by conference call in the absence of the applicant{s} and in the presence of the respondent. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the 10 day Notice to End Tenancy was served on the Tenants by posting on January 19, 2018.

## Issues to be Decided:

The issues to be decided are as follows:

- a. Whether the tenant(s) are entitled to an order cancelling the 10 day Notice to End Tenancy dated January 19, 2018?
- b. Whether the tenant(s) are to an order for emergency repairs?

## Background and Evidence:

The tenancy began on September 1, 2017 when the parties entered into a one year fixed term tenancy agreement. The tenancy agreement provided that the tenant(s) would pay rent of \$1300 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$650 at the start of the tenancy.

The landlord testified the tenants failed to pay the rent for the months of January 2018 (\$650 is owed), February 2018 (\$1300 is owed) and March 2018 (\$1300 is owed). He further testified the tenants texted him on the weekend to advise they had vacated the rental unit but he had not yet had an opportunity to confirm this.

Analysis:

I determined that the landlord has established sufficient cause to end the tenancy. I determined there is outstanding rent. The landlord has used the approved form to end the tenancy. As a result I dismissed the tenant's application to cancel the 10 day Notice to End Tenancy. I order that the tenancy shall end on the date set out in the Notice. I further order that the application for an order of emergency repairs be dismissed without leave to re-apply.

Order for Possession:

The Residential Tenancy Act provides that where an arbitrator has dismissed a tenant's application to cancel a Notice to End Tenancy, the arbitrator must grant an Order for Possession. As a result I granted the landlord an Order for Possession on 2 days notice.

The tenants must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

**This decision is final and binding on the parties.**

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: March 26, 2018

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Residential Tenancy Branch