



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR, FFT

### Introduction

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

- cancellation of the 10 Day Notice to End Tenancy, pursuant to section 46;
- an Order for emergency repairs, pursuant to section 33;
- an Order for regular repairs, pursuant to section 32; and
- repayment of the filing fee, pursuant to section 72.

The tenant did not attend this hearing, although I left the teleconference hearing connection open for 12 minutes in order to enable the tenant to call into this teleconference hearing scheduled for 11 a.m. Landlord T.H. (the "landlord") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord testified that he received the notice of dispute resolution package by registered mail on June 6<sup>th</sup> or 7<sup>th</sup>, 2018. I find that the landlord was served with this package in accordance with section 89 of the *Act*.

I note that Section 55 of the *Act* requires that when a tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a landlord I must consider if the landlord is entitled to an order of possession if the Application is dismissed and the landlord has issued a notice to end tenancy that is compliant with the *Act*.

At the beginning of the hearing the landlord testified that his legal name and the legal name of landlord R.H. was incorrect on the application. Pursuant to section 64 of the *Act*, I amended the dispute resolution application to reflect the correct legal names of both landlords.

#### Issue(s) to be Decided

1. Is the tenant entitled to cancellation of the 10 Day Notice to End Tenancy, pursuant to section 46 of the *Act*?
2. Is the tenant entitled to an Order for emergency repairs, pursuant to section 33 of the *Act*?
3. Is the tenant entitled to an Order for regular repairs, pursuant to section 32 of the *Act*?
4. Is the tenant entitled to repayment of the filing fee, pursuant to section 72 of the *Act*?

#### Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of the landlord, not all details of his submissions and arguments are reproduced here. The relevant and important aspects of the landlord's claims and my findings are set out below.

The landlord provided undisputed testimony that this tenancy began on October 1, 2017 and is currently ongoing. Monthly rent in the amount of \$850.00 is payable on the first day of each month. A security deposit of \$425.00 was paid by the tenant to the landlord.

The landlord testified that the tenant did not pay rent on June 1, 2018 when it was due. On June 2, 2018 a 10 Day Notice to End Tenancy for unpaid rent with an effective date of June 12, 2018 (the "10 Day Notice") was personally served on the tenant. The tenant filed for dispute resolution to cancel the 10 Day Notice on June 6, 2018. The landlord testified that the tenant has not paid any rent for June or July 2018.

#### Analysis

Rule 7 of the Rules of Procedure provides as follows:

##### **7.1 Commencement of the dispute resolution hearing**

The dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator. Rule 7.3 states that 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.

In the absence of any evidence or submissions from the applicant I order the application dismissed without liberty to reapply.

Section 55 of the *Act* requires that when a tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a landlord I must consider if the landlord is entitled to an order of possession if the Application is dismissed and the landlord has issued a notice to end tenancy that is compliant with the *Act*.

Section 88 of the *Act* states that a 10 Day Notice may be personally served on the tenant. I accept the landlord's evidence that he personally served the tenant with the 10 Day Notice and find that service was effected on June 2, 2018. I find that the 10 Day Notices conforms to the content requirements set out in section 52 of the *Act*. I find that the landlords were entitled to issue the tenant the 10 Day Notice and I uphold the 10 Day Notice.

In this case, the 10 Day Notice required the tenant to vacate the premises by June 12, 2018, as that has not occurred, I find that the landlord is entitled to a 2-day Order of Possession.

### Conclusion

Pursuant to section 55 of the *Act*, I grant an Order of Possession to the landlord effective **two days after service on the tenant**. Should the tenant 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: July 24, 2018

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Residential Tenancy Branch