



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RED WILLIAMS DRILLING CO
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This is an Application for Dispute Resolution (the “Application”) brought by the Tenant requesting a cancellation of a 10-Day Notice to End Tenancy for Unpaid Rent.

The Landlord’s representative appeared for the scheduled hearing. The Tenant did not attend this hearing, although I left the teleconference hearing connection open for 10 minutes in order to enable the Tenant to call into this teleconference hearing scheduled for 9:30 a.m. 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.

Although all evidence was taken into consideration at the hearing, only that which was relevant to the issues is considered and discussed in this decision.

Issues to be Decided

Is the Tenant entitled to a cancellation of the 10-Day Notice to End Tenancy, pursuant to section 46 of the Residential Tenancy Act (“Act”)?

If not, is the Landlord entitled to an Order of Possession, pursuant to section 55 of the Act?

Background and Evidence

This tenancy began August 20, 2017, originally as a fixed term tenancy which reverted to a month-to-month tenancy on July 1, 2018. Monthly rent for the manufactured home was set at \$500.00, payable on the first of each month. A security deposit was paid, but the Landlord explained that the Tenant had them use that to cover the August rent when she was unable to pay her monthly rent.

The only evidence submitted was the 10-Day Notice to End Tenancy. The Landlord was unable to confirm the method of service, but the Tenant had acknowledged receipt and submitted it along with her evidence when she filed for a dispute resolution on September 11, 2018. The Notice was dated September 7, 2018 with a stated effective date of September 17, 2018. September rent was in arrears in the amount of \$500.00 when the notice was served.

The Landlord explained that the Tenant has found a new place to live in another community, but she needs additional time to move out. She had a relative pay the September rent arrears and the parties have agreed that no October rent will be paid. The Landlord explained that she plans to vacate by October 15, 2018 and complete her move-out by the end of the month. The Landlord requests an Order of Possession for November 1, 2018 to ensure that the Tenant honours that agreement.

Analysis

Rule 7.3 of the Residential Tenancy Branch Rules of Procedure states if a party or their agent fails to attend a 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.

As the Tenant did not call into the conference call by 9:40 a.m. I find the Tenant has not presented the merits of this Application which is hereby dismissed.

Under section 55 of the Act, I must consider whether the Landlord is entitled to an Order of Possession in the event that a Tenant's Application to cancel a Notice to End Tenancy is dismissed:

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 to the landlord an order of possession of the rental unit if

- (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. ...*

(3) The director may grant an order of possession before or after the date when a tenant is required to vacate a rental unit, and the order takes effect on the date specified in the order.

I have reviewed the Notice to End Tenancy and find that it complies in form and in content with section 52, which requires that it be in writing and:

- (a) be signed and dated by the landlord or tenant giving the notice,*
- (b) give the address of the rental unit,*
- (c) state the effective date of the notice,*
- (d) except for a notice under section 45 (1) or (2) [tenant's notice], state the grounds for ending the tenancy,*
-*
- (e) when given by a landlord, be in the approved form.*

Accordingly, I am granting the Order of Possession in favour of the Landlord with an effective date of November 1, 2018, as requested.

Conclusion

I grant an Order of Possession to the Landlord effective **1:00 p.m. on November 1, 2018** 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: October 22, 2018

Residential Tenancy Branch