



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GOVERNORS SQUARE HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This teleconference hearing was scheduled in response to an application by the Tenant under the *Residential Tenancy Act* (the “*Act*”) to cancel a 10 Day Notice to End Tenancy for Unpaid Rent (the “10 Day Notice”).

An agent for the Landlord (the “Landlord”) was present for the teleconference hearing, while no one called in for the Tenant during the approximately 11 minutes that the phone line remained open. The Landlord was affirmed to be truthful in his testimony and confirmed receipt of the Notice of Dispute Resolution Proceeding documents in person. The Landlord also confirmed that copies of their evidence was served to the Tenant by registered mail. The Tenant did not submit any documentary evidence prior to the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Preliminary Matter

During the hearing, the agent for the Landlord clarified the business name of the Landlord. As an agent was named as the Landlord instead of the company name, this was amended on the Application for Dispute Resolution. This amendment was made pursuant to Section 64(3)(c) of the *Act*.

Issues to be Decided

Should the 10 Day Notice to End Tenancy for Unpaid Rent be cancelled?

If the 10 Day Notice to End Tenancy for Unpaid Rent is upheld, is the Landlord entitled to an Order of Possession?

Background and Evidence

The Landlord provided undisputed testimony regarding the tenancy. The tenancy began on August 1, 2018. Monthly rent is \$1,925.00, plus \$90.00 for parking. A security deposit of \$962.50 was paid at the outset of the tenancy. The tenancy agreement was submitted into evidence and confirms the details as stated by the Landlord.

The Landlord testified that a 10 Day Notice was served to the Tenant on October 2, 2018, by posting the notice on the Tenant's door. The 10 Day Notice was submitted into evidence and states that \$2,015.00 was not paid as due on October 1, 2018; \$1,925.00 for rent and \$90.00 for parking. The effective end of tenancy date was stated on the 10 Day Notice as October 14, 2018.

The Landlord provided testimony that they have not received any payments towards the amount owing from the Tenant. The Landlord also submitted a second 10 Day Notice into evidence dated September 24, 2018, which states that \$1,225.00 was not paid as due on September 1, 2018. The Landlord testified that this amount is still outstanding.

The Tenant filed an Application for Dispute Resolution on October 9, 2018.

Analysis

Although the Landlord submitted two 10 Day Notices into evidence, I find that based on the application date of October 9, 2018, it was the 10 Day Notice dated October 2, 2018 that the Tenant applied to dispute. Therefore, this decision will address the 10 Day Notice dated October 2, 2018 only.

As stated by Rule 7.3 the *Residential Tenancy Branch Rules of Procedure*, when a party does not attend the hearing, the hearing may continue in their absence, or the application may be dismissed.

As the Tenant applied to dispute the 10 Day Notice, and did not attend the hearing to present testimony, I dismiss the Tenant's application, without leave to reapply.

Pursuant to Section 55(1) of the *Act*, when a tenant applies to dispute a notice to end tenancy, a landlord must be granted an Order of Possession, if the application is dismissed and the notice to end tenancy complies with Section 52 of the *Act*.

Upon review of the 10 Day Notice dated October 2, 2018, I find it to be in compliance with Section 52 of the *Act*. Therefore, I grant the Landlord a two-day Order of Possession.

Conclusion

The Tenant's Application is dismissed without leave to reapply. Pursuant to Section 55 of the *Act*, I grant an Order of Possession to the Landlord effective **two days after service of this Order** 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: November 05, 2018

Residential Tenancy Branch