



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

On November 10, 2018, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) to cancel a 10-Day Notice to End Tenancy for Unpaid Rent, dated November 9, 2018 (the “Notice”). The matter was set for a participatory hearing via conference call.

The Landlord attended the conference call hearing; however, the Tenant did not attend at any time during the 26-minute hearing. The Tenant was emailed a copy of the Notice of a Dispute Resolution Hearing by the Residential Tenancy Branch on November 13, 2018; however, did not attend the teleconference hearing set for today at 9:30 a.m.

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, the hearing was conducted in their absence and the Application was considered along with the affirmed testimony and evidence as presented by the Landlord.

Preliminary Matter

Section 68 of the Act provides me with authority to amend a Notice to End Tenancy and states that an Arbitrator may amend a Notice given under this Act that does not comply with the Act.

In this case, the Landlord acknowledged that he misprinted the address for the rental unit on the Notice and requested that it be corrected. I find that the amendment is reasonable and that the Tenant would be well aware of the address of the rental unit. I amend the Notice, in accordance with Section 68 of the Act.

Issues to be Decided

Should the 10-Day Notice to End Tenancy for Unpaid Rent, dated November 9, 2018, be cancelled, in accordance with Section 46 of the Act?

If the Notice is not cancelled, should the Landlord receive an Order of Possession, in accordance with Section 55 of the Act?

Background and Evidence

The Landlord provided the following undisputed testimony:

The verbal tenancy was established in early October 2018 when the Landlord and the Tenant agreed that the Tenant would move into the Landlord's manufactured home and pay the rent of \$700.00 that was due on the first of each month. The Landlord did not collect a security deposit.

The Landlord stated that the Tenant did not pay any rent for October, November or December 2018.

On November 9, 2018, the Landlord and a witness served the Tenant the Notice by placing it on her front door. The Notice outlined that the Tenant owed the Landlord \$700.00, plus \$150.00 in utilities as of November 1, 2018. The Notice contained instructions for rent payment and dispute resolution. The move-out date on the Notice was noted as November 19, 2018.

The Landlord stated that the Tenant failed to pay him rent, has changed the locks on the rental unit and, although there is rumour that she may be moving out, still occupies the unit. The Landlord is requesting an immediate Order of Possession.

Analysis

Based on undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$700.00 by the first day of each month and that the Tenant has not paid rent from October 1, 2018 through to December 20, 2018.

As the Tenant failed to attend today's hearing, I find that she has abandoned her Application and therefore, I dismiss the Tenant's Application without leave 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 52 of the Act requires that any Notice to End Tenancy issued by a Landlord must be signed and dated by the Landlord; give the address of the rental unit; state the effective date, state the grounds for ending the tenancy; and be in the approved form. I find the Notice, issued by the Landlord on November 9, 2018, and since amended, complies with the requirements set out in Section 52.

I have dismissed the Tenant's Application and found that the Notice is compliant with the Act. For these reasons and because the Tenant is still occupying the rental unit, I grant the Landlord an Order of Possession.

Conclusion

Pursuant to Section 55 of the Act, I grant the Landlord an Order of Possession to be effective two days after notice is served 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: December 20, 2018

Residential Tenancy Branch