



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LOMBARDY MANAGEMENT
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNR MNDCT

Introduction

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

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46; and
- a monetary order for compensation for money owed under the *Act*, regulation or tenancy agreement pursuant to section 67.

The Applicant (tenant) did not attend this hearing. The landlord's agent, LH ("landlord"), attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions.

As the landlord confirmed service of the tenant's application, I find that the landlord was duly served with the tenant's application in accordance with section 89 of the *Act*.

The landlord testified that the tenant was personally served with a 10 Day Notice for Unpaid Rent on April 2, 2019. Accordingly, I find the tenant duly served with the 10 Day Notice in accordance with section 88 of the *Act*.

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.

Issue(s) to be Decided

Should the landlord's 10 Day Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Is the tenant entitled to a monetary order for compensation or money owed?

Background and Evidence

This month-to-month tenancy began on February 1, 2019, with monthly rent set at \$650.00 per month, payable on the first of the month. The landlord's agent testified that the tenant had never paid the \$325.00 security deposit as set out in the written tenancy agreement.

The landlord issued a 10 Day Notice for Unpaid Rent on April 2, 2019 as the tenant had only paid \$500.00 for March 2019 rent, and has not paid any rent since then. The landlord is seeking an Order of Possession as the tenant has failed to pay monthly rent in accordance with the *Act* and tenancy agreement.

Analysis

Section 55(1) of the *Act* reads as follows:

- 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.

In the absence of any submissions from the tenant in this hearing, I order the tenant's application dismissed without liberty to reapply.

I find that the 10 Day Notice dated April 2, 2019 complies with section 52 of the *Act*. Based on my decision to dismiss the tenant's application for dispute resolution and pursuant to section 55(1) of the *Act*, I find that this tenancy ended on the effective date of the 10 Day Notice, April 12, 2019. As the tenant has not moved out, I find that the

landlord is entitled to a 2 day Order of Possession. The landlord will be given a formal Order of Possession which must be served on the tenant. If the tenant does not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

Conclusion

I dismiss the tenant's application without leave to reapply.

I grant an Order of Possession to the landlord effective **two (2) days after service on the tenant**. Should the tenant or anyone on the premises 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: May 24, 2019

Residential Tenancy Branch