



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR, ERP, OLC PSF, RP

Introduction:

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the 10 day Notice to End Tenancy dated May 11, 2019
- b. An order for emergency repairs or repairs
- c. An order that the landlord comply with the Act, Regulations and/or tenancy agreement.
- d. An order that the landlord provide services or facilities required by the tenancy agreement or law.

The tenant(s) failed to appear at the scheduled start of the hearing which was 11:00 a.m. on June 25, 2019. The landlord was present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the schedule start time in order to enable the tenant to call in. The tenant(s) failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The landlord was given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

I find that the 10 day Notice to End Tenancy was personally served on the Tenant on May 11, 2019.

The landlord testified that tenant failed to serve him with a copy of the Application for Dispute Resolution or any documentary evidence. He further testified that he only became aware of this hearing after receiving an e-mail from the Residential Branch Registry advising him of the hearing. He contacted the Branch by telephone and was given the hearing information.

Issues to be Decided:

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated May 11, 2019?

- b. Whether the tenant is entitled an order for emergency repairs or repairs?
- c. Whether the tenant is entitled to an order that the landlord comply with the Act, Regulations and/or tenancy agreement.
- d. Whether the tenant is entitled to an order that the landlord provide services or facilities required by the tenancy agreement or law.

Background and Evidence:

The tenancy began on September 1, 2018. The tenancy agreement provided that the tenant(s) would pay rent of \$1600 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$800 at the start of the tenancy.

The landlord testified he served the 10 day Notice to End Tenancy on the Tenant on May 11, 2019. The tenant paid the outstanding rent on May 22, 2019. The tenant has failed to pay the rent for June and \$1600 is outstanding.

Determination and Orders:

The tenant failed to attend the hearing. The landlord was present and ready to proceed. As a result I dismissed the tenant's claims without leave to re-apply.

Further, I determined that the landlord has established sufficient cause to end the tenancy. The tenant was served with a 10 day Notice to End Tenancy on May 11, 2019. The tenant failed to pay the arrears with the 5 day period that would void the Notice to End Tenancy. The subsequent payment made by the tenant does not void the Notice. As a result I dismissed the tenant's application to cancel the Notice to End Tenancy.

Order for Possession:

The Residential Tenancy Act provides that where an arbitrator has dismissed a tenant's application to cancel a Notice to End Tenancy, the arbitrator must grant an Order for Possession. However, the landlord testified the tenant represented to him that she would pay the rent for June tomorrow and that he did not wish that I issue an Order of Possession at this time. He stated that if the arrears for June are not paid as represented he intended to issue a new 10 day Notice to End Tenancy.

Conclusion:

The Application for Dispute Resolution filed by the Tenant is dismissed without leave to re-apply. The landlord stated he did not wish an Order of Possession as the Tenant represented she would be paying the rent arrears for June tomorrow.

This decision is final and binding on the parties.

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: June 25, 2019

Residential Tenancy Branch