



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR

### Introduction

This hearing was convened in response to an application for dispute resolution by the Tenants for an Order cancelling a notice to end tenancy pursuant to section 46 of the *Residential Tenancy Act* (the “Act”).

The conference call hearing was set for 9:30 a.m. on this date. The Arbitrator called in to the hearing at the scheduled time. The line remained open while the phone system was monitored for the duration of the hearing that lasted 12 minutes. The only Party who called into the hearing during this time was the Landlord who was ready to proceed. It was confirmed that the correct call-in numbers and participant codes were provided in the Notice of Hearing to the Tenants. As the Tenants did not attend the hearing to pursue their application I dismiss their application without leave to reapply. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

### Background and Evidence

On April 12, 2019 the Landlord served the Tenants with a 10 day notice to end tenancy for unpaid rent (the “Notice”) by posting the Notice on the door and by sending the Notice registered mail. The Notice is signed by the Landlord, is dated April 10, 2019,

gives the address of the rental unit and sets out an effective date of April 20, 2019. The Notice states that the Tenants owe \$9,400.00 in unpaid rent due March 15, 2019. The Notice is on a Residential Tenancy Branch (the "RTB") form #RTB-30 (2016/12). The Landlord is uncertain whether the Tenants have moved out of the unit. The Tenants may have left belongings in the unit. No keys have been returned to the unit.

### Analysis

Section 55(1) provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, an order of possession must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenant's application is dismissed or the landlord's notice is upheld. Section 52 of the Act provides that In order to be effective, a notice to end a tenancy must be in writing and must

- (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, and
- (e) when given by a landlord, be in the approved form.

Based on the undisputed evidence of the contents and form of the Notice and given the dismissal of the Tenants' application to dispute that Notice, I find that the Landlord is entitled to an order of possession.

### Conclusion

The Tenants application is dismissed.

**I grant** an Order of Possession to the Landlord. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may

be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the RTB under Section 9.1(1) of the Act.

Dated: June 06, 2019

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Residential Tenancy Branch