



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NELSON KIWANIS PROJECTS  
SOCIETY and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, DRI, FFT, LAT, RP

### Introduction

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

- cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- an order to the landlord to make repairs to the rental unit pursuant to section 33;
- an order to allow access to or from the rental unit or site for the tenant or the tenant's guests pursuant to section 70;
- an order regarding a disputed rent increase pursuant to section 43; and
- authorization to recover the filing fee for this application, pursuant to section 72.

While the landlord's agent attended the hearing by way of conference call, the tenant did not. I waited until 11:10 a.m. to enable the tenant to participate in this scheduled hearing for 11:00 a.m. The landlord's agent was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

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.

The tenant initiated the dispute resolution hearing process by filing an application and serving the landlord notice of this hearing. I am satisfied that the tenant was fully aware of today's therefore I proceeded in their absence.

### Issue(s) to be Decided

Are the landlords entitled to an Order of Possession based on the 10 Day Notice?

### Background and Evidence

The landlord's agent gave the following testimony. The tenancy began on January 1, 2019 with the monthly rent of \$425.00 due on the first of each month. The tenant paid a security deposit of \$225.00 which the landlord still holds. The agent testified that the tenant felt that since she didn't use the included cable as part of her tenancy, she decided to deduct \$25.00 per month from her rent. The agent testified that the tenant also refused to put the electricity in her name as required.

The agent testified that the tenancy agreement clearly shows that electricity is not included. The agent testified that he asked the tenant to at least pay for the electricity that she used but she refused. The agent testified that the tenant was served a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on July 10, 2019. The agent testified at the time the notice was issued, the tenant owed \$150.00 in unpaid rent and \$452.87 in unpaid electricity. The agent testified that the amount owing is higher as of today but did not have the exact number available as they only seek the order of possession from this hearing and are pursuing their own monetary claim in a subsequent hearing.

### 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.

As the tenant chose not to attend the hearing, I order the tenant's application dismissed without liberty to reapply. I find that the 10 Day Notice complies with section 52 of the *Act*. The landlord provided documentation and undisputed testimony to support the issuance of the notice and that notice is confirmed, accordingly; the tenancy is terminated.

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 the landlords are entitled to a 2-day Order of Possession. The landlords 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 landlords may enforce this Order in the Supreme Court of British Columbia.

### Conclusion

As the tenant did not attend this hearing, their entire application is dismissed without leave to reapply.

I grant an Order of Possession to the landlords effective **two (2) days after service on the tenants**. 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: September 23, 2019

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Residential Tenancy Branch