



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PACIFIC WEST PARTMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT, CNR

Introduction

On September 25, 2019, the Tenant made an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated September 14, 2019.

This matter was set for hearing by telephone conference call at 11:00 AM on this date. The Landlord's agent attended the teleconference hearing; however, the Tenant did not. The line remained open while the phone system was monitored for ten minutes and the Tenant did not call into the hearing during this time. Therefore, as the Applicant did not attend the hearing by 11:10 AM, to pursue the dispute of the 10 Day Notice, I dismiss the application without leave to reapply.

At the start of the hearing I introduced myself. The Landlord was provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

- Is the Landlord entitled to an order of possession?

Background and Evidence

The Landlord testified that the tenancy began on February 1, 2019. Rent in the amount of \$625.00 is due to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit of \$312.50. The Landlord provided a copy of the tenancy agreement.

The Landlord testified that the Tenant failed to pay the rent when it was due under the tenancy agreement.

The Landlord testified that the Tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated September 14, 2019, ("the 10 Day Notice").

The Landlord testified that the Tenant was served with the 10 Day Notice by posting the Notice on the Tenant's door on September 14, 2019. The 10 Day Notice provides that the Tenant has failed to pay rent in the amount of \$1,250.00 which was due on September 1, 2019. The effective date of the 10 Day Notice provides that the Tenant must move out of the rental unit by September 24, 2019.

The 10 Day Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice.

The Tenant disputed the 10 Day Notice on September 25, 2019. The Tenant applied for more time to dispute the notice to end tenancy. The Tenant failed to attend the hearing to pursue the dispute of the 10 Day Notice.

The Landlord testified that the Tenant is still living in the rental unit and has not paid the rent for many months. The Landlord requested an order of possession for the rental unit.

Analysis

Section 26 of the Act states that a Tenant must pay the rent when it is due under the tenancy agreement, whether or not the Landlord complies with the Act, the regulations, or the tenancy agreement, unless the Tenant has a right under this Act to deduct all or a portion of the rent.

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenant received the 10 Day Notice on September 14, 2019. The Tenant had up until September 19, 2019, to dispute the 10 Day Notice. The Tenant applied to dispute the 10 Day Notice on September 25, 2019.

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I find that the Tenant failed to attend the hearing to pursue the dispute of the 10 Day Notice. I dismiss the Tenant's application to cancel the 10 Day Notice dated September 14, 2019.

Under section 55 of the Act, when a Tenants Application to cancel a Notice to end tenancy is dismissed and I am satisfied that the Notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the Landlord an order of possession.

I find that the 10 Day Notice complies with the requirements for form and content and I find that the Landlord is entitled to an order of possession effective 2 (two) days, after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Tenant disputed a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and failed to attend the hearing to pursue the dispute. The Tenant's application is dismissed and the Landlord is granted an order of possession effective two (2) days after service on the Tenant.

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 03, 2019

Residential Tenancy Branch