



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

On September 06, 2020, 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 2, 2020 (“the 10 Day Notice”).

The matter was set for a conference call hearing. The Landlord attended the teleconference hearing; however, the Tenant / Applicant did not.

The line remained open while the phone system was monitored for twelve minutes and The Tenant did not call into the hearing during this time. Therefore, as the Applicant did not attend the hearing by 9:42 am, I dismiss the Application to cancel the 10 Day Notice.

The Landlord testified that the Tenant failed to pay the September 2020 rent when it was due under the tenancy agreement. The Landlord served the Tenant in person with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated September 2, 2020.

The 10 Day Notice provides that the Tenant has failed to pay rent in the amount of \$2,400.00 which was due on September 1, 2020. The 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 Landlord testified that the Tenant did not pay the rent due under the tenancy agreement within 5 days of receiving the 10 Day Notice.

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.

The Tenant failed to attend the hearing. I dismiss the Tenant's application to cancel the 10 Day Notice dated September 2, 2020.

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 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 2, 2020.

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: October 29, 2020

Residential Tenancy Branch