



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, OLC

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 46; and
2. An Order for the Landlord’s compliance - Section 62.

The Tenant did not attend the hearing. The Landlords was given full opportunity under oath 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

The tenancy under written agreement started April 5, 2020 for a fixed term to end March 31, 2021. Rent of \$1,600.00 is payable on the first day of each month. The Tenant owes rental arrears of \$1,600.00 for June, \$600.00 for July, \$1,600.00 for November and \$1,600.00 for December 2020. The Tenant failed to pay rent for January 2021 and on January 6, 2021 the Landlord served the Tenant with a 10-day notice to end tenancy for unpaid rent (the “Notice”) by posting the Notice on the door. The Notice sets out \$7,000.00 in unpaid rent due January 1, 2021.

### 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.

Given the supporting evidence of a copy of the Notice I find that the Notice complies in form and content. Given the Landlord's undisputed evidence of unpaid rent I find that the Notice is valid. The Landlord is therefore granted an order of possession.

Section 62(4) of the Act provides that the director may dismiss all or part of an application for dispute resolution if there are no reasonable grounds for the application or part. As the tenancy is ended and as an order of compliance is only relevant to an ongoing tenancy, I find that there are no reasonable grounds for this claim, and I dismiss it. Given that the Tenant did not attend the hearing to give testimony to dispute the validity of the Notice and given the Landlord's undisputed evidence of unpaid rent I find that the Tenant has not provided reasonable grounds for its claim to cancel the Notice and I dismiss this claim. In effect the Tenant's application is dismissed in its entirety.

### Conclusion

The Tenant's application is dismissed.

**I grant** an Order of Possession to the Landlord effective 2 days after its service on the Tenant. 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 Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: February 19, 2021

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Residential Tenancy Branch