



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Pemberton Holmes  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      CNR, RP

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on November 9, 2020 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated November 3, 2020 (the "10 Day Notice");

The hearing was scheduled for 11:00 A.M. on February 1, 2021 as a teleconference hearing. M.R. appeared on behalf of the Landlord and provided affirmed testimony. No one appeared for the Tenant. The conference call line remained open and was monitored for 10 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that M.R. and I were the only persons who had called into this teleconference.

### Preliminary Matters

Rule 7.1 of the Rules of Procedure states that the dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator. As the Landlord's Agent and I attended the hearing on time and ready to proceed and there was no evidence before me that the parties had agreed to reschedule or adjourn the matter, I commenced the hearing as scheduled at 11:00 A.M. on February 1, 2021.

Rule 7.3 of the Rules of Procedure states that if a party 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 reapply. As no one attended the hearing for the Tenant to present any evidence or testimony for my consideration regarding the Tenant's Application, I therefore dismiss the Tenant's Application in its entirety without leave to reapply.

I note that Section 55 of the *Act* requires that when a tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a landlord I

must consider if the landlord is entitled to an order of possession if the Application is dismissed and the landlord has issued a notice to end tenancy that is compliant with the *Act*. Having made the above finding, I will now turn my mind to whether the Landlords are entitled to an Order of Possession pursuant to section 55 of the *Act*.

M.R. was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. 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(s) to be Decided

1. Is the Landlord entitled to an Order of Possession, pursuant to Section 55 of the *Act*?

#### Background and Evidence

M.R. stated that the tenancy began on April 1, 2018. The Tenant is required to pay rent in the amount of \$1,370.00 which is due on the first day of each month. M.R. stated that the Tenant paid a security deposit in the amount of \$670.00.

M.R. testified that she served the Tenant the 10 Day Notice dated November 3, 2020, by posting it to the Tenant's door on November 3, 2020. The Landlord provided a proof of service in support. The 10 Day Notice was for unpaid rent in the amount of \$1,370.00 for the month of November 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.

While the Tenant applied to dispute the 10 Day Notice, no one attended the hearing for the Tenant to provide testimony and evidence in support of cancelling the 10 Day Notice.

#### Analysis

I find that the 10 Day Notice dated November 3, 2020 was sufficiently served onto the Tenant in accordance with the *Act*.

Under section 55 of the *Act*, when a Tenant's 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 contains all other requirements set out by section 52 of the *Act*.

As the Tenant did not appear at the hearing of their Application, I therefore dismiss the Tenant's Application in its entirety without leave to reapply. As I have found that the 10 Day Notice complies with section 52 of the Act, I find that the Landlord is entitled to an order of possession effective 2 (two) days, after service on the Tenant, pursuant to section 55 of the Act. 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 did not appear at the time of the hearing; therefore, their Application seeking the cancellation of the 10 Day Notice is dismissed without leave to reapply.

The Landlord is granted an order of possession, which will be effective two (2) days after service on the Tenant. If the Tenants fail to comply with the order of possession it may be filed in 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: February 01, 2021

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Residential Tenancy Branch