



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

On December 28, 2020, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting to cancel a 10 Day Notice to End Tenancy for Unpaid Rent. The matter was set for a participatory hearing via conference call.

Preliminary Matter

The Landlord attended the conference call hearing; however, the Tenant did not attend at any time during the 23-minute hearing. The Tenant was emailed a copy of the Notice of a Dispute Resolution Hearing by the Residential Tenancy Branch on December 31, 2020; however, did not attend the teleconference hearing set for today at 9:30 a.m.

Rule 7.3 of the *Residential Tenancy Branch Rules of Procedure* states if a party or their agent fails to attend a 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.

As the Tenant did not call into the conference, I dismiss the Tenant’s Application without leave to reapply as the Tenant failed to attend the hearing to present the merits of their Application.

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.

This hearing was conducted in the Tenant’s absence and the issuance of an Order of Possession was considered along with the affirmed testimony and evidence as presented by the Landlord.

Issue to be Decided

The Tenant's Application to cancel the 10 Day Notice to End Tenancy for Unpaid Rent, dated December 20, 2020 (the "10 Day Notice") has been dismissed. As such, should the Landlord receive an Order of Possession, in accordance with section 55 of the Act?

Background and Evidence

The Landlord provided the following undisputed testimony:

The month-to-month tenancy began on November 1, 2020. The rent was \$1,800.00 and due on the first of each month. The Landlord collected and still holds a security deposit in the amount of \$900.00.

There was an arrangement between the parties for rent to be discounted to \$1,700.00 for the month of December. The Tenant paid \$700.00 towards the December rent, but failed to pay the balance of \$1,000.00.

The Landlord served the 10 Day Notice to the Tenant on December 20, 2020 by attaching it to the Tenant's door. The 10 Day Notice had an effective move-out date of December 30, 2020.

The Tenant has not paid rent for January or February 2021 and the Landlord is requesting an Order of Possession for the rental unit.

Analysis

Based on undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$1,800.00 by the first day of each month and that the Tenant has not fully paid rent from December 2020 through to February 2, 2021.

As the Tenant failed to attend today's hearing, I find that she has abandoned her Application and therefore, I dismiss the Tenant's Application without leave to reapply.

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.

Section 52 of the Act requires that any Notice to End Tenancy issued by a landlord must be signed and dated by the landlord; give the address of the rental unit; state the effective date, state the grounds for ending the tenancy; and be in the approved form. I find the 10 Day Notice, issued by the Landlord on December 20, 2020, complies with the requirements set out in Section 52.

I have dismissed the Tenant's Application and found that the 10 Day Notice is compliant with the Act. For these reasons and because the Tenant is still occupying the rental unit, I grant the Landlord an Order of Possession.

Conclusion

Pursuant to Section 55 of the Act, I grant the Landlord an Order of Possession to be effective two days after notice is served on the Tenant. Should the Tenant 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: February 02, 2021

Residential Tenancy Branch