



Dispute Resolution Services

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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;
2. An Order for repairs - Section 62; and
3. An Order for the Landlord’s compliance - Section 62.

This matter was set for a conference call hearing at 11:00 a.m. on this date. The Arbitrator called in to the hearing at the scheduled time. The line remained open while the phone system was monitored for fifteen minutes. The only Party who called into the hearing during this time was the Landlord who was ready to proceed. It was confirmed that the correct call-in numbers and participant codes were provided in the notice of hearing to the Tenant. As the Tenant did not attend the hearing to pursue its application, I dismiss its application without leave to reapply. The Landlord was given full opportunity 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 for the whole house started September 1, 2020. Rent for the whole house was \$2,250.00 payable on the first day of each month. At the

outset of the tenancy the Landlord collected \$1,125.00 as a security deposit. On October 31, 2020 the basement of the house flooded and as of November 1, 2020 the monthly rent was reduced to \$1,300.00. The Tenant failed to pay rent for January 2021 and on January 4, 2021 the Landlord served the Tenant in person with a 10-day notice to end tenancy for unpaid rent (the "Notice"). The Notice sets out \$1,300.00 in unpaid rent due January 1, 2021 and an effective date of January 14, 2021. The Tenant has not paid these rental arrears or any further rent and has not moved out of the unit. The Landlord provides a copy of the Notice.

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 effective two days after it is served on the Tenant.

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: April 06, 2021

Residential Tenancy Branch