



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

Landlord: OPR-DR  
Tenant: CNR, CNL, OLC

### Introduction

This hearing dealt with the cross Application's for Dispute Resolution. The landlord seeks an order of possession and the tenant seeks to cancel two notices to end tenancy.

The hearing was conducted via teleconference and was attended by the landlord and her agent.

As this hearing was originally scheduled as a result of the tenant's Application for Dispute Resolution seeking to cancel notices to end tenancy, in particular one for landlord's use and one for the non-payment of rent, I am satisfied that the tenant was aware of the date and time of the start of this hearing. However, I held the phone lines open for 10 minutes and the tenant did not attend.

### Issue(s) to be Decided

The issues to be decided are whether the tenants are entitled to cancel a 10 Day Notice to End Tenancy for Unpaid Rent and a Two Month Notice to End Tenancy for Landlord's Use of Property, pursuant to Sections 46 and 49 of the *Act*.

Should the tenants fail to succeed in cancelling either 10 Day Notice to End Tenancy for Unpaid Rent or the Two Month Notice to End Tenancy for Landlord's Use of Property, it must be determined if the landlord is entitled to an order of possession, pursuant to Sections 46, 49, 52, and 55 of the *Act*.

### Background and Evidence

The landlord submitted into evidence the following relevant documents:

- A copy of a tenancy agreement signed by the parties on November 1, 2014 for a month-to-month tenancy for a monthly rent of \$550.00 due on the 1<sup>st</sup> of each month with a security deposit of \$250.00 paid, and

- A copy a 10 Day Notice to End Tenancy for Unpaid Rent issued by the landlord on July 19, 2021 with an effective vacancy date of August 1, 2021 citing the tenant had failed to pay rent in the amount of \$550.00 when it was due on June 1, 2021.

The notice indicates that it was served by posting it on the door of the rental unit on July 19, 2021. The tenant's Application for Dispute Resolution states the tenant received it on July 25, 2021, however the tenant submitted his Application to dispute the Notice to the Residential Tenancy Branch on July 23, 2021.

The landlord confirmed in the hearing that the tenant has not paid any amount in rent since May 1, 2021.

### Analysis

Section 46 allows a landlord may end a tenancy if rent is unpaid on any day after the day it is due, by giving notice to end the tenancy effective on a date that is not earlier than 10 days after the date the tenant receives the notice. However, a notice under this section has no effect if the amount of rent that is unpaid is an amount the tenant is permitted under this Act to deduct from rent.

In addition, within 5 days after receiving a notice under this section, the tenant may pay the overdue rent, in which case the notice has no effect, or dispute the notice by making an Application for Dispute Resolution.

The section goes on to say that if a tenant who has received a notice under this section does not pay the rent or dispute the notice, the tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and must vacate the rental unit to which the notice relates by that date.

While the tenant has submitted an Application for Dispute Resolution seeking to cancel the 10 Day Notice to End Tenancy for Unpaid Rent issued on July 19, 2021, the tenant has failed to attend this hearing to present any evidence to show why the Notice should be cancelled.

I accept, therefore, the landlord's undisputed testimony that the tenant has failed to pay any rent since May 1, 2021 and as such the landlord has sufficient cause to end the tenancy for non-payment of rent.

Based on the above, I uphold the landlord's 10 Day Notice to End Tenancy for Unpaid Rent issued on July 19, 2021.

### Conclusion

Based on the above, I find the landlord is entitled to an order of possession effective **two days after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be 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 *Residential Tenancy Act*.

Dated: November 30, 2021

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Residential Tenancy Branch