



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KELSON GROUP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with the tenant's application pursuant to section 46 of the *Residential Tenancy Act* (the "Act") for cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent (the "10 Day Notice").

This matter was set for hearing by telephone conference call at 11:00 am on this date. The line remained open while the phone system was monitored for ten minutes and the only participants who called into the hearing during this time were the agents of the corporate respondent.

Rule 7.3 of the Rules of Procedure provides as follows:

7.3 Consequences of not attending the hearing – If a party or their agent 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.

Therefore, as the applicant did not attend the hearing, and the respondent was present and ready to proceed, I dismiss the claim without leave to reapply.

The landlord's agent provided the correct name of the corporate respondent and corrected the dispute address to provide a specific suite number. The style of cause of this decision has been amended accordingly.

Section 55(1) of the *Act* provides that:

If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director ***must*** grant to the landlord an order of possession of the rental unit if

- (a) the landlord's notice to end tenancy complies with section 52 [form and content of notice to end tenancy], and
- (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

I have dismissed the tenant's application, and I find that the landlord's 10 Day Notice complies with the form and content requirements of section 52 as it is signed and dated by the landlord, provides the address of the rental unit, the effective date of the notice, and the grounds for the tenancy to end.

I accept the undisputed evidence of the landlord that there was a rental arrear of \$1,400.00 as at the date of the 10 Day Notice and any subsequent payments made were communicated to the tenant to be for "use and occupancy only" and did not reinstate the tenancy.

Accordingly, I issue an Order of Possession in the landlord's favour. Pursuant to the oral request of the landlord I issue an Order enforceable on August 31, 2022.

Conclusion

The tenant's application is dismissed without leave to reapply.

I grant an Order of Possession to the landlord effective **12:00PM on AUGUST 31, 2022**. Should the tenant or any occupant on the premises 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: August 15, 2022

Residential Tenancy Branch