

## **Decision**

**Dispute Codes:** CNR, RR, FF

### **Introduction**

This hearing dealt with an application by the tenants for cancellation of a notice to end tenancy for unpaid rent / permission to reduce rent for repairs, services or facilities agreed upon but not provided / and recovery of the filing fee.

This matter was scheduled to be heard by way of conference call on September 28, 2010 at 1:30 p.m. The landlord(s) were present at that time, participated in the hearing and gave affirmed testimony. Despite scheduling of the hearing in response to an application by the tenants, as at 1:40 p.m. neither tenant had appeared and the hearing was concluded at that time.

During the hearing the landlord(s) made an oral request for an order of possession.

### **Issues to be decided**

- Whether either party is entitled to any of the above under the Act

### **Background and Evidence**

Pursuant to a written tenancy agreement, the fixed term of tenancy is from July 1 to December 31, 2010. Rent in the amount of \$1,100.00 is payable in advance on the first day of each month. A security deposit of \$550.00 was collected near the outset of tenancy.

Arising from rent which was unpaid when due on August 1, 2010, the landlord(s) issued a 10 day notice to end tenancy for unpaid rent dated August 4, 2010. The tenants were served in person with the notice on that same date. While the tenants filed an application to dispute the notice on August 10, 2010, subsequent to service of the notice they made no payments towards rent and they continue to reside in the unit.

## **Analysis**

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord(s), I find that the tenants were served with a 10 day notice to end tenancy for unpaid rent dated August 4, 2010. The tenants did not pay the outstanding rent and, while they applied to dispute the notice, their application was not filed within 5 days of receiving the notice. Neither did the tenants attend the hearing. The tenants are therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the notice. Accordingly, I find that the landlord(s) are entitled to an order of possession.

## **Conclusion**

Pursuant to the above, I hereby issue an **order of possession** in favour of the landlord(s) effective not later than **two (2) days** after service upon the tenants. This order must be served on the tenants. Should the tenants 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.

The landlord has the option of filing an application for dispute resolution, seeking a monetary order as compensation for unpaid rent, in addition to retention of the security deposit.

The tenants' application is hereby dismissed.

DATE: September 28, 2010

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Dispute Resolution Officer