



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, FF, CNR

Introduction

A hearing was conducted by conference call in the presence of the Landlord and in the absence of the Tenant. I waited 10 minutes past the scheduled start time and recalled the hearing. The tenant still had not appeared. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the 10 day Notice to End Tenancy was sufficiently served on the Tenant by posting on June 11, 2014. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by the landlord was sufficiently served on the Tenant by posting on June 20, 2014. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the Tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated June 11, 2014?
- b. Whether the Landlord is entitled to an Order for Possession?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a tenancy agreement that provided that the tenancy would start on October 1, 2013. The tenancy agreement provided that the tenant(s) would pay rent of \$850 per month payable on the first day of each month. The tenant paid a security deposit of \$425 on October 1, 2013.

The tenant has failed to pay the rent for the months of June, July and August and the sum of \$2550 remains owing. The tenant(s) have remained in the rental unit.

Tenant's Application to Cancel the 10 day Notice to End Tenancy:

I dismissed the tenant's application to cancel the 10 day Notice to End Tenancy as there is no basis for such an order.

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. There is outstanding rent. The Tenant's application to set aside the Notice to End Tenancy has been dismissed. In such situations the Residential Tenancy Act provides 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 by that date. **Accordingly, I granted the landlord an Order for Possession on 2 days notice. I further order that the tenant pay to the landlord the sum of \$50 for the cost of the filing fee such sum may be deducted from the security deposit..** The Application for Dispute Resolution filed by the landlord does not include a claim for nonpayment of rent so no such order was made. The landlord has the right to re-apply making this claim.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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 12, 2014

Residential Tenancy Branch

