



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      CNC

### Preliminary Issues

After reviewing the evidence I confirmed with the Landlord that she is the Resident Manager or Agent for the Landlord and the Landlord is a limited company. The Landlord confirmed all documents are issued listing the Landlord's legal company name and the rent is made payable to the limited company not her personally.

Based on the aforementioned I approve an amendment to the application to include the name of the Landlord as the limited company in addition to the name of the Agent who acts on behalf of the Landlord.

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to cancel a notice to end tenancy for Cause.

The applicant Tenant did not appear at the scheduled hearing however the respondent Landlord appeared and gave affirmed testimony.

### Issues(s) to be Decided

1. Has the Tenant breached the Act, regulation or tenancy agreement?
2. If so, has the Landlord met the burden of proof to end this tenancy for cause?

### Background and Evidence

The respondent Landlord submitted documentary evidence which included, among other things, a copy of the 1 Month Notice to End Tenancy for Cause issued December 20, 2010, a chronological list of events, a hand written note written by a previous tenant, and a copy of a notice of inspection.

The Landlord testified that she attended today's hearing to request an Order of Possession and present her evidence. The Landlord confirmed she posted the 1 Month Notice to the Tenant's door on December 21, 2010.

### Analysis

All of the testimony and documentary evidence was carefully considered.

Upon review of the 1 Month Notice to End Tenancy issued December 20, 2010, I find the Notice to be completed in accordance with the requirements of the Act and I find that it was served upon the Tenant in a manner that complies with the Act. Upon consideration of all the evidence presented to me, I find the Landlord had valid reasons for issuing the Notice.

Section 61 of the *Residential Tenancy Act* states that upon accepting an application for dispute resolution, the director must set the matter down for a hearing and that the Director must determine if the hearing is to be oral or in writing. In this case, the hearing was scheduled for an oral teleconference hearing. In the absence of the applicant Tenant, the telephone line remained open while the phone system was monitored for ten minutes and no one on behalf of the applicant Tenant called into the hearing during this time. Based on the aforementioned I find that the Tenant has failed to present the merits of her application and the application is dismissed.

Section 55 of the Act provides that an Order of Possession must be provided to a Landlord if a Tenant's request to dispute a Notice to End Tenancy is dismissed and the Landlord makes an oral request for an Order of Possession during the scheduled hearing. Therefore I approve the Landlord's request for an Order of Possession.

Conclusion

I HEREBY DISMISS the Tenant's application, without leave to reapply.

I HEREBY FIND that the Landlord is entitled to an Order of Possession effective **January 31, 2011, at 1:00 p.m. after service on the Tenant.** This order must be served on the Tenant and may be filed in the Supreme Court 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 *Residential Tenancy Act*.

Dated: January 24, 2011.

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Residential Tenancy Branch