



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PACIFIC COVE PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MT

Introduction

This hearing convened as a result of a Tenants' Application for Dispute Resolution wherein they sought to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued on May 16, 2016 (the "Notice") as well as more time, pursuant to section 66(1) of the *Residential Tenancy Act* to dispute the Notice.

The hearing was scheduled for 9:00 a.m. on June 21, 2016. Only the Landlord's Property Manager, A.B., attended the hearing. The line was monitored for ten minutes and during that time the only participant who called into the hearing was A.B.

Analysis and Conclusion

Rules 7.1 and 7.3 of the *Residential Tenancy Branch Rules of Procedure* provide as follows:

Commencement of Hearing:

The hearing must commence at the scheduled time unless otherwise decided by the arbitrator.

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 re-apply.

As the Applicant Tenants did not attend the hearing by 9:10 a.m., and the Respondent Landlord appeared and was ready to proceed I dismiss the Tenants' claim without leave to reapply.

I have reviewed the Notice and find that it complies with the requirements under the *Act*. Notably, the Notice only referenced the Tenant, C.C., as such, the Order of Possession

relates only to C.C. Accordingly, and pursuant to section 55(1) of the *Residential Tenancy Act*, **I grant the Landlord an Order of Possession effective two (2) days after service** on the Tenant C.C.. The Landlord must serve the Order on C.C. and may file and enforce the Order in the B.C. Supreme Court. While the Order of Possession only references C.C. the effect of the Order is that the tenancy ends for both Tenants.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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: June 21, 2016

Residential Tenancy Branch