



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, O

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47; and
- other unspecified action.

The tenants/Applicants did not attend this hearing, although I waited until 9:57 a.m. in order to enable them to connect with this teleconference hearing scheduled for 9:30 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord testified that he handed Tenant LBC (the tenant) the 1 Month Notice on June 30, 2017. He also confirmed that the tenant handed him a copy of the tenants' dispute resolution hearing package well in advance of this hearing. I find that both of these packages were served in accordance with sections 88 and 89 of the *Act*, as was the landlord's written evidence package.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Background and Evidence

In the absence of the Applicants, I proceeded to hear sworn testimony and consider written evidence in the form of a copy of the landlord's 1 Month Notice, the subject of which was the issue in dispute.

The landlord's 1 Month Notice required the tenants to end this tenancy by July 31, 2017, for the following reasons cited on that Notice:

Tenant has allowed an unreasonable number of occupants in the unit/site

Tenant has caused extraordinary damage to the unit/site or property/park...

At the hearing, the landlord gave undisputed sworn testimony that there were often more than a reasonable number of occupants staying at the rental unit and that there had been extraordinary damage to the rental unit during this tenancy.

The landlord testified that Tenant LA had vacated the rental unit some time ago, and Tenant LBC had advised him that she was planning to move within a week. The landlord said that he was still interested in obtaining an Order of Possession to be used if necessary.

Analysis

Section 55(1) of the *Act* reads as follows:

55 (1) *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.

As the tenants did not attend this hearing and the landlord's 1 Month Notice meets the requirements as to form and content outlined in section 52 of the *Act*, I dismiss the tenants' application to cancel the 1 Month Notice. I also find that the landlord is entitled to an Order of Possession in accordance with section 55(1) of the *Act*.

Conclusion

I dismiss the tenants' application in its entirety without leave to reapply. I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant(s). Should the tenant(s) 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: September 21, 2017

Residential Tenancy Branch