



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, ERP, OLC, PSF, FFT

Introduction:

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the one month Notice to End Tenancy dated April 4, 2017
- b. An order for emergency repairs.
- c. An order that the landlord comply with the Act, regulations and/or tenancy agreement.
- d. An order that the landlord provide services or facilities required by the tenancy agreement or by law.
- e. An order to recover the cost of the filing fee.

The tenant(s) did not attend this hearing. I left the teleconference hearing connection open for 10 minutes past the scheduled start time in order to enable the tenant(s) to call into this teleconference hearing scheduled for 10:30 a.m. on April 18, 2018. The landlord attended the hearing. The Tenants failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. After waiting the 10 minutes I then commenced the hearing in the absence of the Tenants.

The landlord was given a full opportunity to present affirmed testimony and to make submissions. I find that the one month Notice to End Tenancy was served on the Tenant by posting on March 21, 2018. Further the tenants' personally served the Application for Dispute Resolution/Notice of Hearing on the landlord in late March 2018 or early April 2018.

Rule 7.3 of the Rules of Procedure provides as follows:

7.3 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.

Background:

The parties entered into a written tenancy agreement that provided that the tenancy would start on August 1, 2017. The rent was \$1200 per month payable in advance on the last day of the preceding month. The tenants paid a security deposit of \$600 at the start of the tenancy.

Grounds for Termination:

The Notice to End Tenancy identifies the following grounds:

- Tenant is repeatedly late paying rent
- Tenant or a person permitted on the property by the tenant has:
 - significantly interfered with or unreasonably disturbed another occupant or the landlord
 - seriously jeopardized the health or safety or lawful right of another occupant or the landlord

Analysis:

The tenants failed to attend the hearing and as a result I dismissed all of their claims without leave to re-apply. The landlord testified it appears the Tenants are in the process of moving their belongings.

Further, I determined the landlord has established sufficient cause to end the tenancy landlord has proven that the tenant(s) have paid the rent late on more than 3 occasions. As a result I dismissed the tenants' application without leave to re-apply. The Residential Tenancy Act provides that where a landlord wishes to end a tenancy on the basis of a one month notice, the end of tenancy date is at the end of the ensuing rental payment period. The Act self correct an incorrectly dated Notice. In this case the end of tenancy date is April 30, 2018.

Order for Possession:

The Residential Tenancy Act provides that where an arbitrator has dismissed a tenant's application to cancel a Notice to End Tenancy, the arbitrator must grant an Order for Possession. As a result I granted the landlord an Order for Possession effective April 30, 2018. .

The tenant(s) 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 final and binding on the parties.

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: April 18, 2018

Residential Tenancy Branch