



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ATIRA WOMEN'S RESOURCE SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, MT, OLC

### Introduction

This teleconference hearing was scheduled in response to an application by the Tenant under the *Residential Tenancy Act* (the *Act*) to cancel a One Month Notice to End Tenancy for Cause (the “One Month Notice”), for more time to dispute a notice and for an order for the Landlord to comply with the *Act*, regulation and/or the tenancy agreement.

Two agents for the Landlord (the “Landlord”) called into the teleconference hearing while no one called in for the Tenant during the duration of the hearing, which was approximately 11 minutes.

Both agents for the Landlord were affirmed to be truthful in their testimony and testified that they did not receive the Notice of Dispute Resolution Proceeding (the “Notice of Hearing”) from the Tenant, nor did they receive a copy of the Tenant’s evidence package. The Landlord found out about the hearing last week when they received an email from the Tenant asking to print some documents relating to the dispute. They were able to get the hearing information from this email and called into the hearing as a result.

The Landlord did not submit any evidence prior to the hearing due to not receiving the Notice of Hearing from the Tenant.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Preliminary Matters

Subject to Section 64(3) of the *Act*, an application may be amended by the director. As the business name of the Landlord was noticed to be different on the application than it

was stated on some of the evidentiary material submitted by the Tenant, the business name was clarified with the Landlord during the hearing. As such, I amended the respondent's name on the application to reflect the correct business name as clarified by the Landlord during the hearing.

Issue(s) to be Decided

Should the One Month Notice to End Tenancy be set aside?

Should the Tenant be granted more time to dispute the One Month Notice?

Should an Order be issued for the Landlord to comply with the *Act*, regulation or tenancy agreement?

Background and Evidence

In accordance with rule 7.3 of the Rules of Procedure, a hearing may be conducted in the absence of a party, or the application may be dismissed. As the Tenant did not call into the hearing regarding a notice to end tenancy, the hearing continued in the Tenant's absence to confirm if the notice should be upheld pursuant to Section 55 of the *Act*.

As a One Month Notice was not submitted in evidence by the Tenant, the Landlord was asked to confirm the details of the One Month Notice in dispute. The Landlord testified that a One Month Notice was not issued at the time this application was filed, and instead a warning letter had been sent to the Tenant on April 12, 2018 advising her that a One Month Notice may be issued and outlining the reasons why.

The Landlord testified that after the warning letter was sent on April 12, 2018, they served the Tenant with a One Month Notice on May 1, 2018.

Analysis

As the Tenant applied for dispute resolution on April 23, 2018, prior to the issuance of the One Month Notice dated May 1, 2018, I find that this application for dispute resolution was not based on a One Month Notice. I accept the Landlord's undisputed and affirmed testimony that there was no One Month Notice issued in April 2018 and that instead, a warning letter was sent to the Tenant.

As the Tenant did not attend the hearing, and it was determined that there was no One Month Notice in dispute at the time of this application, I dismiss the Tenant's application in its entirety, without leave to reapply.

Section 55 of the *Act* states that if a tenant's application to cancel a notice is dismissed, an Order of Possession must be granted if the notice complies with Section 52 of the *Act*. However, as I have determined that there was no One Month Notice issued at the time of this application, an Order of Possession will not be granted. Should either party have a dispute with the One Month Notice issued in May 2018, a separate application for dispute resolution will need to be filed.

#### Conclusion

The Tenant's application is dismissed without leave to reapply.

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: May 22, 2018

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Residential Tenancy Branch