



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BRISTOL ESTATES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, CNR, CNC, MT

Introduction

This was a cross-application hearing for Dispute Resolution under the *Residential Tenancy Act* ("the Act").

On May 29, 2018, the Landlord applied for an order of possession for the rental unit based on the issuance of a 1 Month Notice To End Tenancy For Cause.

On May 4, 2018, the Tenant applied for the following relief:

- for more time to dispute a notice to end tenancy
- to cancel a 1 Month Notice To End Tenancy For Cause
- to cancel 10 Day Notice to End Tenancy for Unpaid Rent or Utilities.

The matter was set for a conference call hearing. The Landlord's agents ("the Landlord") attended the hearing; however, the Tenant did not.

The Landlord testified that they served the Notice of Dispute Resolution Proceeding documents to the Tenant using Canada Post Registered Mail. The Landlord testified that the documents were sent to the Tenant on May 31, 2018, to the Tenant's rental address. The Landlord provided the registered mail tracking number as proof of service.

I find that the Tenant was served with the Notice of Dispute Resolution Proceeding in accordance with sections 89 and 90 of the Act. The Tenant is deemed to be served with the documents on June 5, 2018; five days after they were mailed.

At the start of the hearing I introduced myself. The Landlord was provided an opportunity to ask questions and to present affirmed oral testimony and to make submissions during the hearing. 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 and Procedural Matters

The Tenant was served with the Landlord's Notice of Dispute Resolution Proceeding and failed to attend the hearing.

Since the Tenant failed to attend the hearing, the Tenant's Application for Dispute Resolution is dismissed without leave to reapply.

Issue to be Decided

- Is the Landlord entitled to an order of possession?

Background and Evidence

The Landlord testified that the tenancy commenced on June 1, 2015. Rent in the amount of \$824.00 is due to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit of \$387.50 and a pet damage deposit of \$387.50.

1 Month Notice

The Landlord testified that he served a 1 Month Notice To End Tenancy For Cause dated May 14, 2018, to the Tenant by posting both pages of the Notice to the Tenant's door on May 14, 2018. The Landlord's witness, Mr. T, provided affirmed testimony that he witnessed the Landlord post the 1 Month Notice to the Tenant's door on May 14, 2018.

The reasons for ending the tenancy within the 1 Month Notice are:

- *Tenant or person permitted on the property by the Tenant has caused extraordinary damage to the unit/site property /park.*
- *Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written Notice to do so.*

The 1 Month Notice provides information for Tenants who receive the Notice. The Notice states that a Tenant has the right to dispute the Notice within 10 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch.

The Tenant applied to dispute a 1 Month Notice To End Tenancy For Cause; however the Tenant failed to attend the hearing to follow through with the dispute.

The Landlord is requesting an order of possession for the rental unit on the effective date of the 1 Month Notice To End Tenancy For Cause. The effective date of the 1 Month Notice is June 30, 2018.

Analysis

The Tenant failed to attend the hearing to respond to the Landlord's application and to follow through with her application to dispute a notice to end tenancy. The Tenant's application is dismissed in its entirety.

Under section 55 of the Act, when a Tenants Application to cancel a Notice to end tenancy is dismissed and I am satisfied that the Notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the Landlord an order of possession.

I find that the 1 Month Notice complies with the requirements for form and content and I find that the Landlord is entitled to an order of possession effective no later than 1:00 pm on June 30, 2018, after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. The Landlord was successful with the application for an order of possession. I authorize the Landlord to retain the amount of \$100.00 from the Tenant's security deposit.

Conclusion

The Tenant was deemed served with the notice of hearing and failed to attend the hearing to respond to the Landlord's application and to follow through with her own application to dispute notices to end tenancy. The Tenant's application is dismissed in its entirety.

I find that the Landlord is entitled to an order of possession effective no later than 1:00 pm on June 30, 2018, after service on the Tenant.

I authorize the Landlord to retain the amount of \$100.00 from the Tenants security deposit for the cost of the filing fee.

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: June 28, 2018

Residential Tenancy Branch