



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, MNDC, OLC, MNSD, FF

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 29, 2016
- b. An order that the landlord allow access to unit for the tenant or guests.
- c. An order suspending or setting conditions on the landlord's right to enter
- d. An order that the landlord provide services or facilities required by the tenancy agreement or law
- e. A repair order
- f. An order that the rent be reduced for repairs, services or facilities agreed upon but not provided.

The tenant(s) failed to appear at the scheduled start of the hearing which was 1:00 p.m. on June 25, 2018. The landlord was present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the scheduled start time in order to enable the tenant to call in. The tenants failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The landlord was given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

I find that the one month Notice to End Tenancy was personally served on the Tenant on April 29, 2018. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord. With respect to each of the applicant's claims I find as follows:

Issues to be Decided:

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the one month Notice to End Tenancy dated April 29, 2018?
- b. Whether the tenant is entitled to an order that the landlord allow access to unit for the tenant or guests?
- c. Whether the tenant is entitled to an order suspending or setting conditions on the landlord's right to enter?
- d. Whether the tenant is entitled to an order that the landlord provide services or facilities required by the tenancy agreement or law?
- e. Whether the tenant is entitled to a repair order?

- f. Whether the tenant is entitled to an order that the rent be reduced for repairs, services or facilities agreed upon but not provided?

Background and Evidence:

The tenancy began on June 1, 2016. The tenancy agreement provided that the tenant(s) would pay rent of \$1050 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$500 at the start of the tenancy.

The landlord testified the tenants appear to have vacated the rental unit although they left a note stating they would be returning. The rent for June was not paid.

Analysis

The tenant(s) failed to attend the hearing. I determined based on the evidence presented that the landlord has sufficient cause to end the tenancy. As a result, I dismissed all of the claims in the Tenant's Application for Dispute Resolution including the application to cancel the one month Notice to End Tenancy without leave to re-apply.

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.

The tenant 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 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 25, 2018

Residential Tenancy Branch