



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on May 9, 2018 (the "Application"). The Tenant applied to dispute a One Month Notice to End Tenancy for Cause dated April 30, 2018 (the "Notice").

The Tenant filed two amendments dated May 14, 2018. One of the amendments clarified the Tenant was disputing a One Month Notice to End Tenancy and provided details in this regard. The second amendment sought to remove G.C. as a Respondent as he is the owner and not the landlord.

The Tenant did not appear at the hearing set for 9:30 a.m. G.C. appeared at the hearing. He owns the rental unit. He advised T.W. is the property manager. He confirmed the Tenant still lives at the rental unit. He confirmed he still wants the Tenant to vacate the rental unit based on the Notice.

I put G.C. on hold and waited 10 minutes to allow the Tenant to participate in the hearing. At 9:40 a.m., I proceeded to confirm details of the tenancy agreement and Notice with G.C. G.C. confirmed his name should be on the Order of Possession as the landlord.

I have named both T.W. and G.C. in the style of cause as the Tenant named both as Respondents on the Application. I do not find it appropriate to remove G.C. as requested in the second amendment as G.C. owns the rental unit and therefore is a landlord as that term is defined in section 1 of the *Residential Tenancy Act* (the "Act").

Issue to be Decided

1. Should the Notice be cancelled?

Background and Evidence

G.C. provided affirmed testimony as follows. In relation to a tenancy agreement, the Tenant completed an "Intent to Rent" and submitted it to the Ministry. This is held by the Ministry. G.C. receives rent cheques from the Ministry. The rental unit is in a rooming house. The tenants do not share bathroom or kitchen facilities with G.C. who owns the property. This is not emergency shelter or transitional housing. G.C. is the landlord and this is indicated on the "Intent to Rent" application. The Tenant is the only tenant. The tenancy started approximately five years ago and is a month-to-month tenancy.

G.C. further testified as follows. T.W. served both pages of the Notice on the Tenant personally April 30, 2018. G.C. is aware of this based on conversations with T.W. and the Tenant.

G.C. had submitted a Proof of Service in relation to the Notice as evidence. The Proof of Service appears to be signed by T.W. It states the Notice was served on the Tenant personally April 30, 2018. It includes a signed witness statement confirming service.

I note the Tenant disputed the Notice and indicated on the Application that the Notice was served personally April 30, 2018. He also included a copy of the Notice with the Application.

G.C. testified that the Tenant has paid rent until June 30, 2018. G.C. said he was agreeable to the Order of Possession being effective June 30, 2018.

Analysis

Rule 7.3 of the Rules of Procedure states that "[if] a party...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."

Section 55 of the *Act* states that an arbitrator must issue an Order of Possession if a tenant applies to dispute a notice to end tenancy and the application is dismissed. The notice must comply with section 52 of the *Act*.

Here, the Tenant did not appear at the hearing which lasted 22 minutes. Pursuant to rule 7.3 of the Rules, I dismiss the Application without leave to re-apply as the Tenant failed to appear and provide a basis for disputing the Notice. The Notice is therefore not cancelled.

Based on the undisputed testimony of G.C., the Proof of Service and the contents of the Application, I find the Notice was served on the Tenant in accordance with section 88(a) of the *Act*.

I have reviewed the Notice and find it complies with section 52 of the *Act*.

Pursuant to section 55 of the *Act*, I grant the Landlord an Order of Possession. The Order will be effective at 1:00 p.m. on June 30, 2018 as agreed to by G.C.

Conclusion

The Application is dismissed without leave to re-apply. The Notice is not cancelled.

The Landlord is granted an Order of Possession effective at 1:00 p.m. on June 30, 2018. This Order must be served on the Tenant and, if the Tenant does not comply with this Order, it may be filed and enforced in the Supreme Court as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: June 26, 2018

Residential Tenancy Branch