



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MT

Introduction

This teleconference hearing was scheduled in response to an application by the Tenant under the *Residential Tenancy Act* (the “Act”) for more time to dispute a One Month Notice to End Tenancy for Cause (the “One Month Notice”) and to cancel the One Month Notice.

Two agents for the Landlord (the “Landlord”) were present for the teleconference hearing and were affirmed to be truthful in their testimony. No one called in for the Tenants during the approximately 11-minute duration of the hearing. The Landlord confirmed that they received the Notice of Dispute Resolution Proceeding package documents and copies of the Tenants’ evidence by mail. The Landlord did not submit any evidence prior to the hearing.

Preliminary Matters

During the hearing, an agent for the Landlord confirmed the business name for the Landlord. As the Application for Dispute Resolution named an agent for the Landlord, instead of the company name, the Application was amended to list the correct business name of the Landlord. This change was made in accordance with Section 64(3)(c) of the *Act*.

Issues to be Decided

Should the Tenant be granted more time to cancel the One Month Notice to End Tenancy for Cause?

Should the One Month Notice to End Tenancy for Cause be cancelled?

If the One Month Notice to End Tenancy for Cause is not cancelled, is the Landlord entitled to an Order of Possession?

Background and Evidence

The Landlord testified that the tenancy began on February 1, 2018. Monthly rent in the amount of \$800.00 is due on the first day of the month. A security deposit in the amount of \$400.00 was paid at the outset of the tenancy. The Landlord testified that rent for July 2018 has not been paid.

On May 1, 2018, the Landlord served the Tenants with a One Month Notice to End Tenancy for Cause by posting it on their door. The One Month Notice lists the following reasons for ending the tenancy:

- Tenant has allowed an unreasonable number of occupants in the unit/site
- Tenant or a person permitted on the property by the tenant has
 - Significantly interfered with or unreasonable disturbed another occupant or the landlord
- Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to:
 - Damage the landlord's property

The effective end of tenancy date listed on the One Month Notice was June 1, 2018.

Analysis

Rule 7.1 of the *Residential Tenancy Branch Rules of Procedure* state that the hearing commences at the scheduled time, unless otherwise determined by the Arbitrator. Rule 7.3 of the *Rules of Procedure* state that in the absence of a party, the hearing may be conducted in their absence or the dispute dismissed, with or without leave to reapply.

As this was the Tenants' application to cancel the One Month Notice, and they did not attend the hearing, I dismiss their application without leave to reapply.

I refer to Section 55 of the *Act*, which states that if a notice to end tenancy is in compliance with Section 52 of the *Act*, and if the tenant's application is dismissed during the hearing, an Order of Possession must be granted to the Landlord.

Upon review of the One Month Notice which was submitted into evidence by the Tenants, I determine that it complies with Section 52 of the *Act*. As such, pursuant to Section 55 of the *Act*, an Order of Possession will be granted to the Landlord.

I also note that in accordance with Section 47(5), if a tenant does not dispute the One Month Notice in the 10 days allowable under Section 47(4) of the *Act*, they are conclusively presumed to have accepted that the tenancy ends on the date of the notice.

As the Tenants filed their Application for Dispute Resolution on May 28, 2018, I determine that they filed beyond the time period permitted under the *Act*. Although the Tenants applied for more time to dispute the notice, as they did not attend the hearing, their application is dismissed in its entirety.

Although the One Month Notice states the end of tenancy date as June 1, 2018, a One Month Notice issued on May 1, 2018 would end the tenancy on June 30, 2018; one full rental month after the Tenants are deemed to have received the notice. In accordance with Section 53(1) of the *Act*, an incorrect date is automatically corrected, and as such, I find that this tenancy ended on June 30, 2018, the corrected end of tenancy date of the notice.

Pursuant to Section 55 of the *Act*, the Landlord is granted a two (2) day Order of Possession to be served on the Tenants.

Conclusion

The Tenants' application is dismissed in its entirety without leave to reapply.

Pursuant to Section 55 of the *Act*, I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenants. Should the Tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: July 12, 2018

Residential Tenancy Branch