



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ENTUCH PROPERTIES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT

Introduction

On July 26, 2018, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting to cancel a Notice to End Tenancy for Cause, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord attended the conference call hearing; however, the Tenants did not attend at any time during the 28-minute hearing. The Landlord testified that he received the Notice of Hearing package from the Tenants and he subsequently called into this hearing.

Rule 7.3 of the *Residential Tenancy Branch Rules of Procedure* states if a party or their agent fails to attend a 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. As the Tenants did not call into the conference, the hearing was conducted in their absence and their Application was considered along with the evidence as presented by the Landlord.

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.

Issues to be Decided

Should the One-Month Notice to End Tenancy for Cause be cancelled, pursuant to Section 47 of the Act?

Should the Tenants be reimbursed for the filing fee, pursuant to Section 72 of the Act?

Background and Evidence

The Landlord provided the following affirmed and undisputed testimony:

The fixed term tenancy began on July 1, 2015, and was renewed on an annual basis until July 2018, when it continued as a month-to-month tenancy. The rent, as of July 1, 2018 was \$2,235.00, due on the first of each month. The Landlord collected and still holds a security deposit of \$1,050.00 and a pet damage deposit of \$1,050.00.

The Landlord provided evidence that the Tenants repeatedly paid their rent late and demonstrated recent examples with copies of e-transfer emails that showed late payments for May, June and July 2018. The Landlord issued a One-Month Notice to End Tenancy for Cause, dated July 16, 2018 (the "Notice"), by personally serving it to the Tenants on July 17, 2018. The Notice contained a move-out date of August 31, 2018 and indicated the reason for the Notice; that the Tenants are repeatedly late paying rent.

The Landlord stated that the Tenants have not provided vacant possession of the rental unit and, therefore, is requesting an Order of Possession.

Analysis

Based on the Landlord's undisputed evidence, I am satisfied that the Landlord had sufficient grounds to issue the Notice pursuant to Section 47 of the Act and obtain an end to this tenancy for cause.

The Tenants made application pursuant to Section 47(4) of the Act within ten days of receiving the Notice; however, failed to attend the hearing to provide any testimony as to the reasons the Notice should be canceled. In this case, I find that the Tenants have abandoned their Application and I dismiss it without leave to reapply.

The Notice required the Tenants to vacate the premises by August 31, 2018. As that has not occurred, I find that the Landlord is entitled to a two-day Order of Possession which must be served on the Tenants. If the Tenants do not vacate the rental unit within the two days required, the Landlord may enforce this Order in the Supreme Court of British Columbia.

Conclusion

I dismiss the Tenants' Application without leave to reapply.

Pursuant to Section 55 of the Act, I am granting the Landlord an Order of Possession to be effective two days after notice is served 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: September 18, 2018

Residential Tenancy Branch