



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CARIBOU PLACE
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on August 15, 2018 (the "Application"). The Tenant disputed a One Month Notice to End Tenancy for Cause dated July 30, 2018 (the "Notice"). The Tenant also sought reimbursement for the filing fee.

The Tenant did not appear at the hearing. The Agents for the Landlord did appear. The Agent confirmed the Tenant is still living at the rental unit. The Agent sought an Order of Possession.

I waited 10 minutes, until 11:10 a.m., to allow the Tenant to participate in this hearing scheduled for 11:00 a.m. The Tenant did not call into the hearing. I proceeded with the hearing in the absence of the Tenant.

I explained the hearing process to the Agents who did not have questions when asked. The Agents were given an opportunity to present relevant oral evidence, make relevant submissions and ask relevant questions. The Agent provided affirmed testimony.

The Agent raised an issue in relation to service of the hearing package and Tenant's evidence; however, he confirmed the Landlord did not wish to adjourn the matter in the circumstances.

I have considered the Notice and written tenancy agreement submitted as evidence. I have also considered the oral testimony of the Agent. I have not considered the evidence submitted by the Tenant as he failed to appear and present his evidence as required by rule 7.4 of the Rules of Procedure (the "Rules"). I will only refer to the evidence I find relevant in this decision.

Issue to be Decided

1. Should the Landlord be issued an Order of Possession under section 55 of the *Act*?

Background and Evidence

The Landlord had submitted a written tenancy agreement. It is between a different landlord and the Tenant regarding the rental unit. The Agent advised that the Landlord purchased the property in 2016 and therefore became the landlord. The tenancy started January 5, 2014 and is a month-to-month tenancy. The Agent testified that rent is \$668.00 due by the first day of each month. A security deposit of \$325.00 was paid. The agreement is signed by the Tenant and previous landlord.

The Agent testified that he served both pages of the Notice July 30, 2018 by posting it on the door of the rental unit.

The Notice is addressed to the Tenant and relates to the rental unit. It is signed and dated July 30, 2018 by the Agent. It has an effective date of August 31, 2018. It states that the grounds for the Notice are as follows:

1. Tenant has allowed an unreasonable number of occupants in the unit.
2. Tenant or a person permitted on the property by the tenant has:
 - a. Significantly interfered with or unreasonably disturbed another occupant or the landlord.
 - b. Seriously jeopardized the health or safety or lawful right of another occupant or the landlord.
 - c. Put the landlord's property at significant risk.
3. Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to:
 - a. Damage the landlord's property.
 - b. Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant.
 - c. Jeopardized a lawful right or interest of another occupant or the landlord.

The Agent testified that the Tenant has only paid rent up until the end of August and that the Tenant has not paid any rent for September or October. He asked that the Order of Possession be effective two days after service on the Tenant.

Analysis

Rule 7.3 of the Rules states that an arbitrator can dismiss an application for dispute resolution without leave to re-apply if a party fails to attend the hearing.

Here, the Tenant failed to attend the hearing and provide evidence regarding his dispute of the Notice. In the absence of evidence from the Tenant regarding the basis for his dispute, the Application is dismissed without leave to re-apply.

Section 55 of the *Residential Tenancy Act* (the “*Act*”) requires an arbitrator to issue an Order of Possession if a tenant applies to dispute a notice to end tenancy, the application is dismissed and the notice complies with section 52 of the *Act*.

Section 52 of the *Act* outlines the form and content required for a notice to end tenancy issued under the *Act*.

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

I have dismissed the Application and found the Notice complies with section 52 of the *Act*. Therefore, pursuant to section 55 of the *Act*, I issue the Landlord an Order of Possession for the rental unit. The Order of Possession is effective two days after service on the Tenant.

Conclusion

The Application is dismissed without leave to re-apply.

The Landlord is granted an Order of Possession pursuant to section 55 of the *Act*. The Order is effective two days after service on the Tenant. The Order must be served on the Tenant. If the Tenant does not comply with the Order, it may be filed in the Supreme Court and enforced 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: October 02, 2018

Residential Tenancy Branch