



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

I was designated to hear this matter pursuant to section 58 of the *Residential Tenancy Act* (the *Act*). The tenants applied for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice).

The Respondent called into this teleconference hearing at the date and time set for the hearing of this matter. The Applicants did not, although I waited until 9:43 a.m. to enable them to connect with this teleconference hearing scheduled for 9:30 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Respondent and I were the only persons who had called into this teleconference.

Rule 10.1 of the Rules of Procedure provides as follows:

10.1 Commencement of the hearing The hearing must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

Accordingly, **in the absence of any evidence or submissions from the applicant I order the application dismissed without liberty to reapply.**

The landlord gave undisputed sworn testimony that they served the tenants with the 1 Month Notice by posting it on the tenants' door on September 15, 2018; this information was confirmed by the tenant's application for dispute resolution. I find that the tenants were duly served with this Notice in accordance with section 88 of the *Act*.

The landlord testified that they did not receive a copy of the tenant's dispute resolution hearing package; the landlord said that they only learned of this hearing after they called the Residential Tenancy Branch themselves on October 24, 2018.

Background and Evidence

The landlord's 1 Month Notice identified an effective date of October 31, 2018, by which time the tenants were to have vacated the rental unit. The landlord testified that no portion of the \$2,800.00 in monthly rent was paid by the tenants for October or November 2018. The landlord said that the tenants have not vacated the rental unit.

Analysis

Section 55(1) of the *Act* reads as follows:

If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

- (a) the landlord's notice to end tenancy complies with section 52 [form and content of notice to end tenancy], and*
- (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.*

Section 52 of the *Act* reads in part as follows:

In order to be effective, a notice to end tenancy must be in writing and must...

- (a) be signed and dated by the landlord or tenant giving the notice,*
- (b) give the address of the rental unit,*
- (c) state the effective date of the notice,*
- (d) except for a notice under section 45(1) or (2) [tenant's notice], state the grounds for ending the tenancy, and*
- (e) when given by a landlord, be in the approved form.*

I am satisfied that the landlord's 1 Month Notice entered into written evidence was on the proper RTB form and complied with the content requirements of section 52 of the *Act*. For these reasons, I find that the landlord is entitled to a 2 day Order of Possession. The landlord will be given a formal Order of Possession which must be

served on the tenant(s). If the tenant(s) do not vacate the rental unit within the 2 days required, the landlord may enforce this Order in 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: November 05, 2018

Residential Tenancy Branch