



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PACIFIC QUORUM PROPERTIES INC  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, ERP, RR, FFT, OPC, MNRL, FFL

### Introduction

This hearing involved cross applications made by the parties. On December 3, 2018, the Tenants applied for a Dispute Resolution proceeding seeking to cancel a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to Section 47 of the *Residential Tenancy Act* (the “Act”), seeking an Emergency Repair Order pursuant to Section 62 of the *Act*, seeking a rent reduction pursuant to Section 65 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On January 2, 2019, the Landlords made an Application for Dispute Resolution seeking an Order of Possession based on the Notice pursuant to Section 47 of the *Act*, seeking a Monetary Order for unpaid rent pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

L.B. and M.L both attended the hearing as agents for the Landlords. The Tenants did not appear during the 21-minute hearing. All in attendance provided a solemn affirmation.

The Landlords advised that they received the Tenants’ Notice of Hearing package by registered mail on December 10, 2018. The Landlords advised that they were unable to serve the Tenants with their Notice of Hearing package and evidence. As I am not satisfied that the Tenants have been served the Notice of Hearing and evidence in accordance with Section 89 of the *Act*, I dismiss the Landlords’ Application with leave to reapply.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me;

however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

#### Issue(s) to be Decided

- Are the Tenants entitled to have the Notice cancelled?
- If the Tenants are unsuccessful in cancelling the Notice, are the Landlords entitled to an Order of Possession?
- Are the Tenants entitled to recover the filing fee?

#### Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

The Landlords advised that the tenancy started on August 1, 2018 and that rent is currently established at \$1,750.00 per month, due on the first day of each month. A security deposit of \$875.00 was also paid. They also stated that the Tenants have not paid December 2018 or January 2019 rent.

The Landlords advised that the Notice was served to the Tenants by registered mail on November 27, 2018. The reason the Landlords served the Notice is because the "Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord." The Notice indicated that the effective end date is December 29, 2018.

This hearing was scheduled to commence via teleconference at 11:00 AM on January 21, 2019.

Rule 7.1 of the Rules of Procedure stipulates that 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.

I dialed into the teleconference at 11:00 AM and monitored the teleconference until 11:21 AM. Only the Respondents dialed into the teleconference during this time. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I confirmed during the hearing that the Applicants did not dial in and I also confirmed from the teleconference system that the only party who had called into this teleconference were representatives of the Landlords.

### Analysis

As the Applicants did not attend the hearing by 11:21 AM, I find that the Application for Dispute Resolution has been abandoned.

I note that Section 55 of the *Act* requires that when a Tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a Landlord, I must consider if the Landlord is entitled to an Order of Possession if the Application is dismissed and the Landlord has issued a notice to end tenancy that complies with the *Act*.

When reviewing the totality of the evidence before me, I find that the One Month Notice to End Tenancy for Cause served to the Tenants on November 27, 2018 complies with the requirements set out in Section 52. As a result, I find that the Landlords are entitled to an Order of Possession pursuant to Sections 52 and 55 of the *Act* that is effective **two days after service of this Order** on the Tenants.

As the Tenants were unsuccessful in their Application, I find that the Tenants are not entitled to recover the \$100.00 filing fee paid for this Application.

As the Landlords were unsuccessful in their Application, I find that the Landlords are not entitled to recover the \$100.00 filing fee paid for this Application.

### Conclusion

I dismiss the Tenants' Application for Dispute Resolution without leave to reapply. Consequently, I hereby order that the One Month Notice to End Tenancy for Cause of November 27, 2018 to be upheld.

As well, I grant an Order of Possession to the Landlords that is 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.

Furthermore, I dismiss the Landlords' Application for Dispute Resolution with leave to reapply.

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: January 21, 2019

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Residential Tenancy Branch