



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC FFT

Introduction:

Only the landlord, respondent, attended this hearing and gave sworn testimony. The tenant, applicant, did not attend although I left the teleconference hearing connection open until 9:45 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 9:30 a.m. on January 15, 2018. The landlord who attended was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord provided evidence that she served the One Month Notice to End Tenancy dated November 27, 2018 to be effective December 31, 2018 by posting it on the tenants' door and confirmed she received their Application for Dispute Resolution personally and by registered mail. I find the documents were legally served pursuant to sections 88 and 89 of the *Residential Tenancy Act*. The tenant applied to cancel the Notice to End Tenancy.

Preliminary Issue:

The tenants filed an Amendment to their Application requesting that their address show "Basement Suite" and that the initials be removed from the male landlord's name. The landlord who attended said she had no objection to these amendments so they were granted.

Issues

Is the tenant entitled to any relief?

Background and Evidence:

The landlord respondent gave sworn testimony to the facts. She said the tenants vacated the property on December 31, 2018. They owed rent and there was some

damage. They did a move out condition inspection report and the tenants agreed that the landlord could retain the security deposit of \$550 and the landlord agreed that they would not file an Application to make a further claim against the tenants.

Analysis:

I find the landlord had served a One Month Notice to End Tenancy pursuant to section 47 of the Act for a material breach of the tenancy agreement. Although the tenants filed an Application to dispute the Notice, I find they vacated in accordance with the Notice and did not attend the conference hearing to support their dispute.

Therefore, I dismiss the tenants' Application in its entirety.

Conclusion:

I dismiss the tenants' Application in its entirety without leave to reapply. I find them not entitled to recover the filing fee due to lack of success.

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 15, 2019

Residential Tenancy Branch