



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CENTURY CLUB SUITES 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 January 9, 2019 (the “Application”). The Tenant disputed a One Month Notice to End Tenancy for Cause dated December 31, 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 agents confirmed the Tenant is still living at the rental unit. The agents 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. The hearing proceeded for 18 minutes.

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 agents provided affirmed testimony.

Both parties had submitted evidence prior to the hearing. The agents confirmed they received the hearing package. The agents testified that the Landlord’s evidence was sent to the Tenant by registered mail to the rental unit on February 5, 2019. The agents provided Tracking Number 1 as noted on the front page of this decision.

I have considered the Notice and written tenancy agreement submitted as evidence. I have also considered the oral testimony of the agents. 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 the Landlord and Tenant in relation to the rental unit. The agreement started January 1, 2018; however, the Tenant moved in December 15, 2017. The agreement was for a fixed term ending June 30, 2018. The agents confirmed the tenancy then became a month-to-month tenancy. The agents advised rent is currently \$1,101.00 due by the first day of each month. The agreement is signed by the Tenant and on behalf of the Landlord.

J.S. testified that she served both pages of the Notice on the Tenant in person at the rental unit on December 31, 2018.

The Notice is addressed to the Tenant and relates to the rental unit. It is signed and dated by J.S. It has an effective date of January 31, 2019 although the month and day are reversed on the form. It states that the grounds for the Notice are as follows:

1. Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.
2. Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The agents advised that the Tenant has paid rent for February and asked for an Order of Possession effective at the end of February.

### 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 at 1:00 p.m. on February 28, 2019.

### 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 at 1:00 p.m. on February 28, 2019. 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: February 19, 2019

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Residential Tenancy Branch