



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, LRE, PSF, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution (“Application”) by the Tenant seeking remedy under the *Residential Tenancy Act* (“Act”) for:

- an order cancelling the One Month Notice to End Tenancy for Cause (the “One Month Notice”);
- an order suspending or setting conditions on the Landlord’s right to enter the rental unit;
- an order for the Landlord to provide laundry services or facilities required by the tenancy agreement; and
- to recover the filing fee for this Application.

The Tenant was provided with a copy of the Notice of a Dispute Resolution Hearing by the Residential Tenancy Branch on February 1, 2019; however, the Tenant did not attend the teleconference hearing scheduled for Thursday, March 14, 2019 at 11:00 a.m. Pacific Time. The phone line remained open for over 10 minutes and was monitored throughout this time. The only person to call into the hearing was the Respondent Landlord, J.B. (“Landlord”), who indicated that she was ready to proceed.

Rule 7.1 of the Residential Tenancy Branch Rules of Procedure (the “Rules of Procedure”) states that the dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator. The Respondent Landlord and I attended the hearing on time and were ready to proceed, and there was no evidence before me that the Parties had agreed to reschedule or adjourn the matter; accordingly, I commenced the hearing at 11:00 a.m. on March 14, 2019, as scheduled.

Rule 7.3 of the Rules of Procedure states that if a Party or their Agent fails to attend the hearing, the Arbitrator may conduct the dispute resolution hearing in the absence of that Party or dismiss the application, with or without leave to reapply. The teleconference line remained open for 10 minutes, however, neither the Applicant nor an Agent acting on her behalf attended to provide any evidence or testimony for my consideration. As a

result, and pursuant to rule 7.3 of the Rules of Procedure, I **dismiss the Tenant's Application without leave to reapply.**

Preliminary and Procedural Matters

The Landlord provided her email addresses at the outset of the hearing and confirmed her understanding that the decision would be emailed to both Parties. The Tenant had provided her email address in her Application, which email address I have used to send her this decision.

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 tenant's Application is dismissed and the landlord has issued a notice to end tenancy that is compliant with section 52 of the Act.

Issue(s) to be Decided

- Is the Landlord entitled to an order of possession pursuant to Section 55(1) of the *Act*?

Background and Evidence

In the hearing, the Landlord pointed me to her documentary evidence of the One Month Notice she served on the Tenant on January 28, 2019, by taping it to the Tenant's door on January 28, 2019. I find that the One Month Notice was deemed served on the Tenant on January 31, 2019 pursuant to section 90 of the *Act*. The One Month Notice was signed and dated and has the rental unit address, and the effective date of February 28, 2019, and states the ground for ending the tenancy as the Tenant "significantly interfered with or unreasonably disturbed another occupant or the Landlord."

The Landlord provided evidence that the Tenant had repeatedly disturbed the Landlord and other neighbours with the barking and howling of her three dogs. The Landlord indicated that she had sent numerous notes and texts to the Tenant prior to issuing the One Month Notice, advising her of this problem and asking her to rectify it.

In the hearing, the Landlord told me that the Tenant is still occupying the rental suite, despite it being past the effective date of the One Month Notice.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following:

Pursuant to section 90 of the *Act*, I find that the Tenant was deemed served with the One Month Notice on January 31, 2019, three days after it was posted to the door of the rental unit.

Based on the undisputed evidence before me, and pursuant to section 52 of the *Act*, I find that the One Month Notice is valid. There is evidence before me that the Tenant disputed the One Month Notice, however, she did not attend the hearing to present her evidence as to why the tenancy should continue, so I have dismissed her Application without leave to reapply.

I find that the Landlord is entitled to an Order of Possession pursuant to section 55(1) of the *Act*. As the effective date has passed, the Order of Possession will therefore be effective two days after service on the Tenant.

Conclusion

Pursuant to section 55 of the *Act*, I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenant. The Landlord is provided with this Order in the above terms and the Tenant must be served with **this Order** as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia 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 *Residential Tenancy Act*.

Dated: March 15, 2019

Residential Tenancy Branch