



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNE, ERP, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant filed under the *Residential Tenancy Act* (the “Act”), to cancel One Month Notice to End Tenancy for Cause, (the “Notice”) issued on April 25, 2019, to request that the Landlord be ordered to comply with the *Act* and/or tenancy agreement, and to recover the filing fee paid for this hearing. The matter was set for a conference call.

The Landlord attended the conference call hearing; however, the Tenant did not. As the Tenant is the applicant in this hearing, I find that the Tenant had been duly notified of the Notice of Hearing in accordance with the *Act*.

The Landlord was affirmed to be truthful in her testimony and was provided with the opportunity to present her evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Should the Notice to End Tenancy be cancelled?
- If not, is the Landlord entitled to an Order of Possession?
- Should the Landlord be ordered to make emergency repairs to the rental unit?
- Is the Tenant entitled to the recovery of the filing for this application?

Background and Evidence

The Landlord submitted evidence to show that this tenancy began on February 1, 2014, that the rent had been \$830.00 at the outset of this tenancy and was to be paid by the first day of each month.

The Landlord submitted evidence to show that she issued the Notice to the Tenant on April 25, 2019, by posting to the front door of the rental unit. The reasons checked off by the Landlord within the Notice are as follows:

- *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 states the Tenant must move out of the rental unit by May 31, 2019. The Notice informed the Tenant of the right to dispute the Notice within 10 days after receiving it.

The Landlord testified that they had already received an order of possession for this rental unit and did not require an order of possession through these proceedings.

Analysis

Based on the above, the oral testimony and the documentary evidence, and on a balance of probabilities, I find as follows:

I find that the Tenant received the Notice on April 26, 2019 and did apply to dispute the Notice. This matter was set for hearing by a telephone conference call at 11:00 a.m. on this date. The line remained open while the phone system was monitored for ten minutes, and the only participant who called into the hearing was the Landlord.

Rules 7.1 and 7.3 of the Rules of Procedure provide as follows:

7.1 The dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator.

7.3 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 re-apply.

Therefore, as the Tenant did not attend the hearing by 9:41 a.m., I dismiss the Tenant's application without leave to reapply.

Conclusion

The Tenant's application is dismissed, without 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: May 28, 2019

Residential Tenancy Branch