



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNL, OLC, LRE, FFT

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the One Month Notice to End Tenancy for Cause, pursuant to section 47;
- cancellation of the Two Month Notice to End Tenancy for Landlord's Use of Property, pursuant to section 49;
- an Order that the landlord's right to enter be suspended or restricted, pursuant to section 70;
- an Order directing the landlord to comply with the *Act*, regulation or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for this application from the landlords, pursuant to section 72.

The tenants did not attend this hearing, although I left the teleconference hearing connection open for 11 minutes in order to enable the tenants to call into this teleconference hearing scheduled for 9:30 a.m. The landlords attended the hearing and were given a full opportunity to be heard, to present affirmed 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 landlords and I were the only ones who had called into this teleconference.

Issues to be Decided

1. Are the tenants entitled to cancellation of the One Month Notice to End Tenancy for Cause, pursuant to section 47 of the *Act*?

2. Are the tenants entitled to cancellation of the Two Month Notice to End Tenancy for Landlord's Use of Property, pursuant to section 49 of the *Act*?
3. Are the tenants entitled to an Order that the landlord's right to enter be suspended or restricted, pursuant to section 70 of the *Act*?
4. Are the tenants entitled to an Order directing the landlord to comply with the *Act*, regulation or tenancy agreement, pursuant to section 62 of the *Act*?
5. Are the tenants entitled to recover the filing fee for this application from the landlords, pursuant to section 72 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of the landlords, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the landlords' claims and my findings are set out below.

The landlords provided the following undisputed testimony. This tenancy began on October 1, 2012 and is currently ongoing. Monthly rent in the amount of \$1,220.00 is payable on the first day of each month. A security deposit of \$700.00 was paid by the tenants to the landlords. A written tenancy agreement was signed by both parties and a copy was submitted for this application.

The landlords testified that prior to this hearing, they cancelled the Two Month Notice to End Tenancy for Landlord's Use of Property with an effective date of August 31, 2019 (the "Two Month Notice").

The landlords testified that on June 27, 2019 a One Month Notice to End Tenancy for Cause with an effective date of July 29, 2019 (the "One Month Notice") was posted on the tenants' door. The One Month Notice is dated July 29, 2019. The landlords testified that they accidentally put the effective date of the notice in the section they were supposed to put the date the document was signed and that it should have read June 27, 2019. The tenants filed to dispute the One Month Notice on June 28, 2019.

Analysis

Rule 7 of the Rules of Procedure provides as follows:

7.1 Commencement of the dispute resolution hearing

The dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator. Rule 7.3 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 re-apply.

Based on the above, **in the absence of any evidence or submissions from the applicants I order the application dismissed without liberty to reapply.**

As the landlords have cancelled the Two Month Notice, I find that it has no force or effect.

Section 68(1) of the *Act* states that if a notice to end a tenancy does not comply with section 52 [*form and content of notice to end tenancy*], the director may amend the notice if satisfied that

- (a) the person receiving the notice knew, or should have known, the information that was omitted from the notice, and
- (b) in the circumstances, it is reasonable to amend the notice.

I find that the tenants knew or should have known that the date the One Month Notice was signed was not a date after they received the notice. The landlords testified that they signed the One Month Notice on June 27, 2019. The tenants filed to dispute the One Month Notice on June 28, 2019. I find that the tenants received the One Month Notice by June 28, 2019. In these circumstances, I find that it is reasonable to amend the One Month Notice. Pursuant to section 68 of the *Act*, I amend the One Month Notice to state that it was signed on June 27, 2019, not July 29, 2019.

I find that the One Month Notice was served in accordance with section 88 of the *Act*.

Section 55 of the *Act* states that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if:

- the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and
- the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

Upon review of the amended One Month Notice, I find that it meets the form and content requirements of section 52 of the *Act*.

Since I have dismissed the tenants' application and upheld the landlords' One Month Notice, I find that the landlords are entitled to an Order of Possession effective August 31, 2019, pursuant to section 55 of the *Act*.

Conclusion

Pursuant to section 55 of the *Act*, I grant an Order of Possession to the landlords effective at **1:00 p.m. on August 31, 2019**, which should be served 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.

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: August 23, 2019

Residential Tenancy Branch