



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: CNC, FFT, OLC, RP

### **Introduction:**

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the one month Notice to End Tenancy dated July 12, 2019
- b. An order that the landlord comply with the Residential Tenancy Act, Regulations and/or tenancy agreement.
- c. A repair order
- d. An order to recover the cost of the filing fee.

The Applicant Tenants failed to appear at the scheduled start of the hearing which was 9:30 a.m. on September 19, 2019. The Respondent was present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the schedule start time in order to enable the tenant to call in. The Tenants failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The Respondent was given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

### **Issues to be Decided:**

The issues to be decided are as follows:

- Whether the tenants are entitled to an order cancelling the one month Notice to End Tenancy dated July 12, 2019?
- Whether the tenants are entitled to an order that the landlord comply with the Residential Tenancy Act, Regulations and/or tenancy agreement?
- Whether the tenants are entitled to a repair order?
- Whether the tenants are entitled to recover the cost of the filing fee?

### **Background and Evidence:**

The tenancy began on December 1, 2017. The tenancy agreement provided that the tenant(s) would pay rent of \$1250 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$625 at the start of the tenancy.

### **Grounds for Termination:**

The Notice to End Tenancy identifies the following grounds:

- Tenant or a person permitted on the property by the tenant has:
  - ....
    - put the landlord's property at significant risk
- Tenant has caused extraordinary damage to the unit/site or property/park
- Tenant has not done required repairs of damage to the unit/site

Analysis:

Rule 7.3 of the Rules of Procedure provides as follows:

**7.3 Consequences of not attending the hearing**

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.

As the Applicant failed to appear and the Respondent was present I ordered the application dismissed without liberty to reapply.

I further determined the landlord has sufficient grounds to end the tenancy on the merits. The tenants have allowed the rental unit to fall into disrepair to such an extent that the landlord's contractors refuse to attend. The tenants have caused significant damage to the rental unit.

Determination and Orders:

After carefully considering all of the evidence I determined that the landlord has established sufficient cause to end the tenancy. As a result I dismissed the tenant's application to cancel the Notice to End Tenancy without leave to re-apply. I order that the tenancy shall end on September 30, 2019.

Order for Possession:

The Residential Tenancy Act provides that where an arbitrator has dismissed a tenant's application to cancel a Notice to End Tenancy, the arbitrator must grant an Order for Possession. The landlord used the approved government form. The rent has been paid for September. As a result I granted the landlord an Order for Possession effective September 30, 2019.

The tenants must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

As the Applicants failed to appear at the hearing I dismissed the remaining claims in the Application for Dispute without leave to re-apply.

**This decision is final and binding on the parties.**

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: September 19, 2019

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Residential Tenancy Branch