



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, FF, LRE, OLC, RR, CNR

### Introduction

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

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

This matter was set for a conference call hearing at 9:00 a.m. on this date. The tenant did not attend. The landlord attended the hearing via conference call and provided undisputed affirmed testimony. The landlord stated that she received the notice of hearing package from the tenant, but clarified that she understood that she would be responding to the tenant's request to cancel the 1 Month Notice, an order requiring the landlord to comply with the Act, regulation or tenancy agreement, an order to allow the tenant to reduce rent for repairs services or facilities agreed upon but not provided, an order to suspend or set conditions on the landlord's right to enter the rental unit and recovery of the filing fee. The landlord stated that she was not served and is not aware of an amendment to the application for dispute filed by the tenant. On this basis, I find that the landlords were only served with the initial application for dispute and not the

amendment to the application for dispute. The tenant's amendment for an application for dispute is dismissed with leave to reapply for lack of service.

The tenant's initial application is found to have been properly served the landlords with the notice of hearing package, I find that the landlords has been sufficiently served as per section 90 of the Act.

I waited until 12 minutes past the start of the scheduled hearing time in order to enable both parties to connect with this teleconference hearing.

Rule 7 of the Rules of Procedure provides that:

**7.1 Commencement of the dispute resolution hearing**

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

**7.2 Delay in the start of a hearing**

In the event of a delay of a start of a conference call hearing, each party must stay available on the line to commence the hearing for 30 minutes after the time scheduled for the start of the hearing.

In the event of a delay of a face-to-face hearing, unless otherwise advised, the parties must remain available to commence the hearing at the hearing location for 30 minutes after the time scheduled for the start of the hearing.

**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.

**7.4 Evidence must be presented**

Evidence must be presented by the party who submitted it, or by the party's agent.

If a party or their agent does not attend the hearing to present evidence, any written submissions supplied may or may not be considered.

Accordingly, in the absence of any evidence or submissions from the tenant and in the absence of the tenant's participation in this hearing, I order the application dismissed without leave to reapply after 48 minutes from the start of the scheduled hearing time. I make no findings on the merits of the matter.

Pursuant to section 55 of the Act the landlord requested an order of possession based upon the one month notice dated June 25, 2019. The landlord provided undisputed testimony that this notice was served to the tenant in person on June 25, 2019. The one month notice sets out an effective end of tenancy date of August 25, 2019. The landlord noted during the hearing that this was in error as rent is due on the 15<sup>th</sup> day of each

month. The landlord provided details of one of the four reasons for cause listed as “Tenant is repeatedly late paying rent.” The landlord stated that the tenant was repeatedly late paying rent on the following months:

September 2018	Rent Paid on September 21, 2018
October 2018	Rent Paid on October 24, 2018
December 2018	Rent Paid on December 21, 2018
February 2019	Rent Paid on February 24, 2019
April 2019	Rent Paid on April 24, 2019
May 2019	Rent Paid on May 23, 2019

In support of these claims the landlord has referred to copies of etransfer receipts detailing when rent was paid.

In this case, the effective end of tenancy date of August 25, 2019 is incorrect and is automatically corrected to September 14, 2019. As that date has now passed, I grant the landlords an order of possession to be effective two days after it is served upon the tenants.

The order of possession must be served upon the tenants. Should the tenants fail to comply with the order, the 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: October 04, 2019

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Residential Tenancy Branch