



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Rize Atelier (WLY) Limited Partnership
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR FF

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. The Tenant applied to cancel a 10 Day Notice for Unpaid Rent or Utilities, pursuant to the *Residential Tenancy Act* (the "Act").

The Landlord (respondent) attended the hearing. However, the Tenant (applicant) did not. The hearing was by telephone conference and began promptly, as scheduled, at 11:00 AM Pacific Time on April 20, 2020, as per the Notice of a Dispute Resolution Hearing provided to the Tenant. The line remained open while the phone system was monitored for 10 minutes and the only participant who called into the hearing during this time was the respondent Landlord who was ready to proceed. The Landlord testified that the Tenant continues to occupy the rental unit.

The Landlord explained that the previous property manager had a history of renting to tenants without written agreements, and without properly documenting move-ins. As such, this previous manager was let go. The new manager stated that this Tenant has been living in the rental unit for 1.5 years now, and only has a verbal contract with the Landlord because the previous property manager did not set up a written agreement when this tenant moved in. Despite there not being a written tenancy agreement, I find there is sufficient evidence to demonstrate that the Tenant has a verbal tenancy agreement with the Landlords. The Landlord stated that rent is due on the first of the month, but the Tenant is almost always late, which is why they issued this Notice, and 1-Month Notice.

I informed the Landlord that this hearing was only to deal with the 10 Day Notice which the Tenant applied to cancel.

After starting the hearing and waiting ten minutes, the Tenant (applicant) never attended the hearing. As such, the Tenant's application was **dismissed in full, without leave to reapply**.

Section 55 of the *Act* applies and states:

Order of possession for the landlord

55 (1) 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

(a) the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

[My emphasis added]

Under section 55 of the *Act*, when a Tenant's application to cancel a notice to end tenancy is dismissed and I am satisfied that the Notice to end tenancy complies with the requirements under section 52, I must grant the Landlord an order of possession. Section 52 of the *Act* requires that any notice to end tenancy issued by a landlord must be signed and dated by the landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form.

I find that the Notice issued by the Landlord meets the requirements for form and content and the Landlord is entitled to an order of possession.

Conclusion

The Tenant's application has been dismissed in full, without leave to reapply as the Tenant failed to attend the hearing.

The Landlord is granted an order of possession effective **two days after service** on the Tenant. This order must be served on the Tenant. If the Tenant fails to comply with this

order the Landlord may file the order with the Supreme Court of British Columbia and be 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: April 20, 2020

Residential Tenancy Branch