



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1102373 B.C. Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

For the landlord: OPC
For the tenant: CNC, MNDCT, LRE, LAT, MT

Introduction

On February 7, 2020 the tenant submitted an Application for Dispute Resolution (the “tenant Application”) requesting a cancellation of the One Month Notice to End Tenancy for Cause (the “One Month Notice”). The matter proceeded by way of a hearing pursuant to section 74(2) of the *Residential Tenancy Act* (the “Act”) on April 24, 2020.

On February 25, 2020 the landlord submitted an Application for Dispute Resolution (the “landlord Application”) requesting an order of possession of the rental unit.

The matter proceeded by way of a hearing pursuant to section 74(2) of the *Residential Tenancy Act* (the “Act”) on April 24, 2020. The agent for the landlord attended the telephone conference call hearing; the tenant did not attend.

The matter was previously adjourned by my Interim Decision on March 26, 2020. This was to facilitate hearing of two separate applications addressing the same issues. A separate Notice of Dispute Resolution was attached to that decision. The agent for the landlord attending this hearing on April 24, 2020 stated that they served a copy of that document on the tenant’s door within the time limits for service.

To proceed with this hearing, I must be satisfied that the landlord made reasonable attempts to serve the tenants with the notice of this hearing. This means the landlord must provide proof that the document has been served in a verified manner allowed under section 89 of the *Act* and I must accept that evidence. The agent for the landlord attending this hearing on April 24, 2020 stated that they served a copy of that document on the tenant’s door within the time limits for service. The tenant continues to reside in the rental unit.

I accept the landlord's undisputed testimony regarding the service of the hearing documents and find, pursuant to section 90 of the *Act*, that the tenant is deemed to have received notice of this hearing.

Issue(s) to be Decided

Is the tenant entitled to an order to cancel the One Month Notice?

Is the landlord entitled to an Order of Possession of the rental unit?

Is the tenant entitled to an order authorizing a change of locks to the rental unit pursuant to sections 31 and 70 of the *Act*?

Is the tenant entitled to an order suspending or restricting the landlord's right to enter the unit pursuant to section 70 of the *Act*?

Is the tenant entitled to a Monetary Order for Damage or Compensation pursuant to section 67 of the *Act*?

Is the tenant entitled to recover the filing fee for this application pursuant to section 72 of the *Act*?

Is the tenant entitled to a Monetary Order for Damage or Compensation pursuant to section 67 of the *Act*?

Background and Evidence

The agent for the landlord in attendance confirmed the issuance of the One Month Notice on January 28, 2020. They stated that the tenant remains in the unit to the present day. At the outset of the hearing they stated the landlord wishes to withdraw the One Month Notice. This is because of the greater issues affecting public health at the time of the hearing.

With the tenant not in attendance, I find there is no objection or concern from them regarding the landlord's decision. Therefore, I find this issue resolved by the landlord's own proposal.

Similarly, with the landlord's claim for an order of possession withdrawn, the tenant's application to cancel the One Month Notice is dismissed.

Analysis

As the applicant did not attend to pursue the requests for a monetary order, authorization for a change of locks and restrictions to the landlord's entry, I dismiss these claims without leave to reapply. In the hearing, I informed the agent of the landlord of this.

The landlord raised issues and ongoing concerns with the tenant's conduct in the building. They maintain the tenant's actions violate terms of the tenancy agreement. While the actions described in the landlord's summary in this hearing are the substance of the tenant's dismissed claim here – raising concern for the landlord – this issue cannot be resolved in this hearing. The landlord is free to apply for another dispute resolution on different grounds to resolve these issues.

The representative for the landlord amended the landlord's Application in the hearing to recover the filing fee for this hearing. Because they did not apply initially for this amount, thereby not giving the respondent a chance to address this, I do not grant the request for this amount.

Conclusion

As the tenant did not attend to present their Application, I dismiss tenant's Application in its entirety, without leave to reapply.

For the reasons above, I order that the One Month Notice issued by the landlord on January 28, 2020 is cancelled and the tenancy remains in full force and effect.

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 28, 2020

Residential Tenancy Branch