



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, PSF, OLC

Introduction

On March 3, 2020, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking to cancel a One Month Notice to End Tenancy for Cause dated February 24, 2020, (“the One Month Notice”). The Tenants also applied for an order that the Landlord provide services or facilities required by law and for an order that the Landlord comply with the Act, Regulation or tenancy agreement.

This matter was set for hearing by telephone conference call at 11:00 am on this date. The Landlord’s agent (“the Landlord”) attended the hearing; however, the applicant/ Tenants did not. The line remained open while the phone system was monitored for ten minutes and the applicants did not call into the hearing during this time. Therefore, as the applicants did not attend the hearing by 11:10 am, I dismiss the application without leave to reapply.

Issues to be Decided

- Is the Landlord entitled to an order of possession?

Background and Evidence

The Landlord testified that the tenancy started on June 1, 2011 and is on a month to month basis. Rent in the amount of \$740.00 is to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit in the amount of \$350.00.

The Landlord testified that she issued the Tenants a One Month Notice to End Tenancy for Cause dated February 24, 2020, by posting the notice on the Tenant's door on February 24, 2020.

The One Month Notice indicates the reasons for ending the tenancy are:

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The One Month Notice provides information for Tenants who receive the Notice. The Notice provides that a Tenant has the right to dispute the Notice within 10 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch.

The Tenants applied for Dispute Resolution to dispute the One Month Notice but did not appear at the hearing to pursue the dispute.

The Landlord requested an order of possession for the rental unit. The Landlord provided a copy of the One Month Notice at the end of the hearing.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Tenants failed to attend the hearing and their application to cancel the One Month Notice to End Tenancy for Cause dated February 24, 2020 is dismissed.

Under section 55 of the Act, when a Tenants 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 regarding form and content, I must grant the Landlord an order of possession.

I find that the One Month Notice issued by the Landlord meets the requirements for form and content.

I find that the Landlord is entitled to an order of possession effective two (2) days after service on the Tenants. This order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The Tenants failed to attend the hearing. The Tenants application to cancel the One Month Notice is dismissed. The Landlord is granted an order of possession.

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: May 07, 2020

Residential Tenancy Branch