



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      Tenant: CNC OLC  
Landlord: OPC

### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties. The participatory hearing was held, via teleconference, on May 19, 2020.

The Landlord was present along with 3 others to assist her. The Tenant was also present with her friend. The Tenant confirmed that she received the Landlord's Notice of Dispute Resolution Proceeding and evidence, all in one package, and she did not take issue with the service of this package. I find the Landlord sufficiently served the Tenant with her application, Notice of Dispute Resolution, and evidence.

The Tenant filed her own application, and stated she mailed her Notice of Dispute Resolution Proceeding to the Landlord, by regular mail. The Tenant did not have any proof of mailing or any way to corroborate that she sent this package to the Landlord. The Landlord denies getting anything from the Tenant, either her evidence or her Notice of Dispute Resolution Proceeding. I find the Tenant has provided insufficient evidence to show that she served the Landlord with the required documents in order for her application to be accepted and heard. The Tenant was unable to provide any proof of service.

During the hearing, the Tenant was somewhat anxious and upset. The Tenant was present for the first part of the hearing. However, about 25 minutes in, she disconnected, and did not reconnect for the remainder of the hearing, which lasted about another 10 minutes. The Landlord expressed that this is not uncommon for the Tenant (to hang up and/or avoid phone calls), and is partly why this situation has become so hard to manage. The Landlord expressed that the Tenant doesn't answer calls anymore and won't allow them access.

I note that, as an applicant, the Tenant is required, under the Rules of Procedure, to serve her Notice of Dispute Resolution, and documentation on the respondent (Landlord). As there is insufficient evidence to demonstrate that this was done in any sort of verifiable way, I dismiss the Tenant's application, in full, without leave.

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]

First, I turn to the 1 Month Notice. A copy was provided into evidence by the Landlord and the Tenant confirmed that she received the Notice on March 14, 2020. I have reviewed the Notice and I find it complies with the form and content requirements under section 52 of the *Act*.

Pursuant to section 55 of the *Act*, and given the Tenant's application to cancel the 1 Month Notice is dismissed, I grant the landlord an order of possession effective **May 31, 2020, at 1pm** after service on the tenant.

Having made this finding, it is not necessary to make any determinations regarding the merits of the 1 Month Notice or any of the other issues made on either application.

Conclusion

The tenant's application has been dismissed in full, without leave to reapply as the tenant failed to sufficiently demonstrate that she served the Landlord with the required documents (Notice of Dispute Resolution).

The Landlord is granted an order of possession effective **May 31, 2020**, at 1:00 p.m. 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: May 21, 2020

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Residential Tenancy Branch