



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CML Properties  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      CNC

### **Introduction**

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause ('1 Month Notice') pursuant to section 47.

While the landlord's agent, CM ("landlord"), attended the hearing by way of conference call, the tenants did not. I waited until 9:41 a.m. to enable the tenants to participate in this scheduled hearing for 9:30 a.m. The landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package ("Application") and evidence. In accordance with sections 88 and 89 of the *Act*, I find that the landlord was duly served copies of the tenants' application. The landlord testified that the tenants were personally served with their evidentiary materials on May 15, 2020. In accordance with section 88 of the *Act*, I find the tenants duly served with the landlord's evidentiary materials.

The landlord testified that the 1 Month Notice to End Tenancy for Cause, with an effective date of April 30, 2020 ('the 1 Month Notice') was posted on the tenants' door on March 27, 2020. In accordance with sections 88 and 90 of the *Act*, I find the tenants deemed served with the 1 Month Notice on March 30, 2020, 3 days after posting.

Rule 7.3 of the Rules of Procedure provides as follows:

### **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.

Accordingly, **in the absence of any submissions in this hearing from the applicants I order their application dismissed without leave to reapply.**

### **Issues**

Is the landlord entitled to an Order of Possession?

### **Background and Evidence**

This fixed-term tenancy began on July 24, 2019, for a term ending on July 31, 2020. The monthly rent is set at \$1,000.00, payable on the first of every month. The landlord collected a security deposit in the amount of \$500.00, which the landlord still holds.

The landlord issued the notice to end tenancy dated March 26, 2020 providing the following grounds:

1. The tenants or a person permitted on the property by the tenants have significantly interfered with or unreasonably disturbed another occupant or the landlords;
2. The tenants or a person permitted on the property by the tenants have seriously jeopardized the health or safety or lawful right of another occupant or the landlords.

The landlord testified that the FOBs associated with the tenants' rental unit were used to access a secure area used to store bicycles. The landlord testified that four bicycles were stolen from the period of March 16-17, 2020.

The landlord testified that the tenant CO did not report the stolen FOBS until March 23, 2020, after the incident had taken place. The landlord feels that the tenants' actions have put the other residents and their property at significant risk.

### **Analysis**

**Section 55(1)** of the *Act* reads as follows:

- 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.

A copy of the 1 Month Notice was submitted for this hearing, and I find that the landlord's 1 Month Notice complies with section 52 of the *Act*, which states that the Notice must: be in writing and must: (a) be signed and dated by the landlord or tenant giving the notice, (b) give the address of the rental unit, (c) state the effective date of the notice, (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and (e) when given by a landlord, be in the approved form.

Based on my decision to dismiss the tenants' application for dispute resolution and pursuant to section 55(1) of the *Act*, I find that this tenancy ended on the effective date of the 1 Month Notice, April 30, 2020. I find that the landlord is entitled to a 2 day Order of Possession. The landlord will be given a formal Order of Possession which must be served on the tenant. If the tenants do not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

### **Conclusion**

I dismiss the tenants' entire application without leave to reapply. I find that the landlord's 1 Month Notice is valid and effective as of April 30, 2020.

I grant an Order of Possession to the landlord effective two **days after service of this Order** on the tenant(s). Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 28, 2020