



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNC, RP, RR, FFT

Introduction

On July 12, 2020, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) to cancel a 10-Day Notice to End Tenancy for unpaid utilities, to cancel a One-Month Notice to End Tenancy for Cause, to request an order for repairs and reduced rent, and for compensation for the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord attended the conference call hearing; however, the Tenants did not attend at any time during the 22-minute hearing. The Tenants were emailed a copy of the Notice of a Dispute Resolution Hearing by the Residential Tenancy Branch on July 13, 2020 and subsequently served the Landlord; however, did not attend the teleconference hearing set for today at 9:30 a.m.

Rule 7.3 of the *Residential Tenancy Branch Rules of Procedure* states if a party or their agent fails to attend a 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.

As the Tenants did not call into the conference, the hearing was conducted in their absence and the Application was considered along with the affirmed testimony and evidence as presented by the Landlord.

Issues to be Decided

Should the 10-Day Notice to End Tenancy for Unpaid Utilities, dated June 30, 2020, (the “10-Day Notice”), be cancelled, in accordance with Section 46 of the Act?

If the Notice is not cancelled, should the Landlord receive an Order of Possession, in accordance with Section 55 of the Act?

Should the One Month Notice for Cause, dated June 30, 2020, (the "One Month Notice"), be cancelled, in accordance with Section 47 of the Act?

If the Notice is not cancelled, should the Landlord receive an Order of Possession, in accordance with Section 55 of the Act?

Should the Tenants receive an order for the Landlord to reduce rent, in accordance with Section 65 of the Act?

Should the Tenants receive an order for the Landlord to complete repairs, in accordance with Section 65 of the Act?

Should the Tenants be compensated for the cost of the filing fee, in accordance with Section 72 of the Act?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

The Landlord testified that the month-to-month tenancy began in September 2018; the monthly rent that was due on the first of each month was \$1,700.00; and, that he collected a security deposit of \$850.00.

The Landlord stated that he emailed and also couriered his evidence package to the Tenants on August 10, 2020.

The Landlord provided evidence that the Tenants had been continuously late when paying their rent and provided copies of cheques that had been returned with insufficient funds from late 2019 and early 2020.

The Landlord stated that the Tenants had not paid their utility bills from early 2020 and even after written demand in April 2020, did not pay until late July 2020.

The Landlord provided undisputed evidence that he served a 10-Day Notice and a One Month Notice to End Tenancy to the Tenants on July 3, 2020. Both Notices had a move-out date of August 31, 2020.

The Landlord is requesting an Order of Possession for the rental unit for August 31, 2020.

Analysis

Based on undisputed evidence, I find that the Tenants entered into a tenancy agreement with the Landlord that required the Tenants to pay monthly rent of \$1,700.00 by the first day of each month and that the Tenants were repeatedly late in paying their rent.

The Tenants failed to attend today's hearing and regardless of my findings regarding the reasons for the issuance of the notices to end the tenancy, I find that the Tenants have abandoned their Application and, therefore, I dismiss the Tenants' Application without leave to reapply.

Section 55 of the Act requires that when a tenant submits an Application for Dispute Resolution seeking to cancel a Notice to End Tenancy issued by a landlord, I must consider if the landlord is entitled to an Order of Possession if the Application is dismissed and the landlord has issued a Notice to End Tenancy that is compliant with the Act.

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, state the grounds for ending the tenancy; and be in the approved form. I find the Notices, issued by the Landlord on July 3, 2020, comply with the requirements set out in Section 52

I have dismissed the Tenants' Application and find that the Notices are compliant with the Act. For these reasons and because the Tenants are still occupying the rental unit, I grant the Landlord an Order of Possession.

Conclusion

I find the Tenants have abandoned their Application for Dispute Resolution and as a result, I dismiss the Application without leave to reapply.

Pursuant to Section 55 of the Act, I grant the Landlord an Order of Possession to be effective August 31, 2020, at 1:00 p.m. This Order should be served on the Tenants as soon as possible. Should the Tenants 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: August 19, 2020

Residential Tenancy Branch