



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNC, CNR

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- more time to make an application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 66;
- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46; and
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 9:42 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 9:30 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn 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 teleconference system that the landlord and I were the only ones who had called into this teleconference.

Rule 10.1 of the Rules of Procedure provides as follows:

10.1 Commencement of the hearing The hearing must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

Accordingly, in the absence of any attendance at this hearing by the Applicant I order the application dismissed without liberty to reapply.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Background and Evidence

The parties signed a one year fixed term Residential Tenancy Agreement on May 13, 2019, that enabled the tenant to take occupancy of the rental unit on June 1, 2019. Monthly rent is set at \$1,175.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$587.50 security deposit paid on June 1, 2019.

The landlord confirmed information provided by the tenant in their application that the landlord served the 1 Month Notice to the tenant by posting it on the tenant's door on June 30, 2020. The landlord's spouse, DD, testified that they witnessed the landlord post this notice on the tenant's door that day. The landlord said that the 1 Month Notice cited the following reason for ending this tenancy for cause:

Tenant or a person permitted on the property by the tenant has:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord*
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As the tenant did not provide a complete copy of the 1 Month Notice in submitting their application for dispute resolution and there was no copy of the second page of that Notice before me, I allowed the landlord to submit a complete copy of the 1 Month Notice after the hearing was concluded. Shortly thereafter, the landlord arranged for a full copy of the 1 Month Notice to be entered on the RTB's online portal. I find that the tenant was duly served with the 1 Month Notice in accordance with section 88 of the *Act*.

The landlord gave undisputed sworn testimony that they have not received any payment from the tenant that would entitle the tenant to remain in the rental unit after July 30, 2020, the effective date that this tenancy was to end according to the 1 Month Notice.

Analysis

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

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.*

Section 47(3) of the *Act* requires that “a notice under this section must comply with section 52 *[form and content of notice to end tenancy]*. After reviewing the 1 Month Notice, I am satisfied that the landlord's 1 Month Notice was on the proper RTB form and complied with the content requirements of section 52 of the *Act*.

For these reasons, I find that the landlord is entitled to an Order of Possession to take effect two days after this Order is served to the tenant. The landlord will be given a formal Order of Possession which must be served on the tenant.

Conclusion

The tenant's application is dismissed without leave to reapply. I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. If the tenant and all occupants in the rental unit do not vacate the rental unit by the time required, the landlord may enforce this Order in 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 17, 2020

Residential Tenancy Branch