



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding United Rooms Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") to cancel a One Month Notice to End Tenancy for Cause dated July 31, 2020 ("One Month Notice").

An agent for the Landlord, C.A. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony; however, no one attended on behalf of the Tenant. The Tenant was provided with a copy of the Notice of a Dispute Resolution Hearing on August 13, 2020. The teleconference phone line remained open for over ten minutes and was monitored throughout this time. The only person to call into the hearing was the Agent, who indicated that she was ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only person on the call, besides me, was the Agent.

I explained the hearing process to the Agent and gave her an opportunity to ask questions about the hearing process. During the hearing the Agent was given the opportunity to provide her evidence orally and to ask questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this decision.

Rule 7.1 states that the dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator. The Respondent Agent and I attended the hearing on time and were ready to proceed, and there was no evidence before me that the Parties had agreed to reschedule or adjourn the matter; accordingly, I commenced the hearing at 9:30 a.m. on September 17, 2020, as scheduled.

Rule 7.3 states that 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 reapply. The teleconference line remained open for 11 minutes, however, neither the Applicant nor an agent acting on his behalf attended to provide any evidence or testimony for my consideration. As a result, and pursuant to Rule 7.3, I **dismiss the Tenant's Application without leave to reapply.**

Preliminary and Procedural Matters

The Tenant's email address and that of the Landlord were in the Tenant's Application. The Agent confirmed her email address at the outset of the hearing and confirmed her understanding that the Decision would be emailed to both Parties, with any orders emailed to the appropriate Party.

When a tenant applies to cancel a notice to end tenancy issued by a landlord, section 55 of the Act requires me to consider whether the landlord is entitled to an order of possession. This is the case, if I dismiss the application and if the notice to end tenancy is compliant with section 52 of the Act, as to form and content.

Issue(s) to be Decided

- Should the One Month Notice be cancelled or confirmed?
- Is the Landlord entitled to an order of possession?

Background and Evidence

The Agent advised that the tenancy began in 2016, with a current monthly rent of \$521.00 due on the first day of each month. The Agent said the Tenant paid the Landlord a security deposit of \$260.50 and no pet damage deposit.

The Agent confirmed that she issued the One Month Notice, because the Tenant had damaged the residential property and disturbed or harassed the other occupants of the building. The Agent said she served the Tenant with the One Month Notice by posting it on the rental unit door on July 31, 2020. The effective vacancy date on the One Month Notice was August 31, 2020; however, as I explained to the Agent, the One Month Notice was deemed served three days after it was posted on the door, pursuant to

section 90 of the Act. Further, section 47(2) addresses how to calculate the effective date of a One Month Notice:

- (2) A notice under this section must end the tenancy effective on a date that is
 - (a) not earlier than one month after the date the notice is received, and
 - (b) the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

Accordingly, I find that pursuant to section 53, the effective date of this One Month Notice is automatically corrected to September 30, 2020.

In the hearing, the Agent confirmed the details of the reason for the One Month Notice as set out in this document. In the section of the One Month Notice called **Details of Causes**, the Agent wrote: "Tenant has damaged his door and 2 others as well. He has also damaged the washrooms and shut off valves. He has also damaged the lighting."

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

As the Tenant or an agent acting on his behalf failed to attend the hearing to present the merits of his case, I dismiss the Tenant's Application without leave to reapply.

I find that the One Month Notice is consistent with section 52 of the Act, as to form and content. Accordingly, I find the Landlord is entitled to an Order of Possession in this matter, effective on September 30, 2020, pursuant to section 55 of the Act.

Conclusion

The Tenant is unsuccessful in his Application, because he failed to attend the hearing to present the merits of his case.

Pursuant to section 55 of the Act, I grant an Order of Possession to the Landlord effective September 30, 2020, **after service of this Order** on the Tenant. The Landlord is provided with this Order in the above terms and the Tenant must be served with **this Order** as soon as possible.

Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: September 17, 2020

Residential Tenancy Branch