



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PACIFICA HOUSING ADVISORY  
ASSOCIATION and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      CNC

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 October 8, 2020 ("One Month Notice").

An agent for the Landlord, C.A. ("Agent"), appeared at the teleconference hearing, but no one attended on behalf of the Tenant. The Tenant was provided with a copy of the Notice of a Dispute Resolution Hearing on October 21, 2020; however, the Tenant did not attend the teleconference hearing scheduled for January 8, 2020 at 11:00 a.m. (Pacific Time). The 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 for the Respondent Landlord, who indicated that she was ready to proceed.

Rule 7.1 of the Residential Tenancy Branch Rules of Procedure ("Rules") 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 11:00 a.m. on January 8, 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 over ten 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.**

As the Tenant's application is dismissed, I find the Landlord is entitled to an order of possession, pursuant to section 55 of the Act.

### **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.

The Landlord submitted a copy of the One Month Notice, which was signed and dated October 8, 2020, and has the rental unit address. It was served by attaching a copy to the door where the Tenant resides; it has an effective vacancy date of November 30, 2020, with the grounds being that the Tenant has allowed an unreasonable number of occupants in the unit, and has breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

Notes on the One Month Notice under the heading: "Details of Event(s)" state:

Tenant has two additional people not listed on the tenancy agreement living within the 1-bedroom unit with him, causing him to have an additional bed in the living room. Tenant has received 3 warnings since July 28, 2020, but has chosen not to comply.

I find that the One Month Notice is compliant with section 52 of the Act, as to form and content. Based on the evidence before me and on a balance of probabilities, I find that the Landlord is entitled to an Order of Possession, pursuant to section 55 of the Act, **effective two days after service on the Tenant**. This Order may be filed in the Supreme Court and enforced as an Order of that Court.

### Conclusion

The Tenant's Application is dismissed without leave to reapply, as the Tenant or an Agent for the Tenant did not attend the hearing to present the merits of the Application. The Respondent Landlord's Agent did attend the hearing, and I found the One Month Notice to be consistent with section 52 of the Act, as to form and content.

This Decision does not extend any applicable time limits under the Act.

This Decision will be emailed to the address provided by the Agent during the hearing, and mailed to the rental unit address provided by the Tenant in the Application.

This Decision is final and binding on the Parties, except as 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: January 08, 2021

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Residential Tenancy Branch