



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR-MT, RP, RR, OLC, PSF, FFT

### Introduction

This hearing convened as a result of a Tenants' Application for Dispute Resolution, filed on November 17, 2020, wherein the Tenants sought the following relief:

- an Order canceling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities;
- more time to make an application for dispute resolution;
- an Order that the Landlord:
  - make repairs, emergency and otherwise to the rental unit;
  - provide services or facilities as required by law;
  - comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, or the residential tenancy agreement.
- an Order permitting the Tenants to reduce their rent for the cost of repairs, utilities or services; and
- recovery of the filing fee

The hearing was conducted by teleconference at 11:00 a.m. on February 8, 2021. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time was the Landlord.

The Tenants did not attend this hearing, although I left the teleconference hearing connection open until 11:15 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord and I were the only ones who had called into this teleconference.

The Landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The Landlord

testified that he was not served with any notice of the hearing by the Tenants, nor did he receive their Application or any evidence in support of their claim. He stated that he called the Residential Tenancy Branch to see if the Tenants had applied to dispute the 1 Month Notice to End Tenancy for Cause which he served on them by posting to the rental unit door on November 7, 2020. It was during this call he was informed the Tenants had filed an application on November 17, 2020.

### Preliminary Matter

The Landlord confirmed that he did not issue a 10 Day Notice to End Tenancy for Unpaid Rent, rather, he stated that he issued a 1 Month Notice to End Tenancy for Cause on November 7, 2020.

The Tenants did not file a copy of the Notice; however, I accept the Landlord's testimony and evidence that the Tenants were served a 1 Month Notice and not a 10 Day Notice. On balance, I find it likely the Tenants erroneously filled in their Application for Dispute Resolution and mistakenly indicated they were disputing a 10 Day Notice, rather than a 1 Month Notice. I note that on their Application the Tenants write that they received the Notice on November 7, 2020 and that it was posted to the rental unit door; this is consistent with the Landlord's testimony and supports a finding that the Tenants were served a 1 Month Notice only. I therefore amend the Tenants' Application to provide that they intended to dispute the 1 Month Notice which was served on them on November 7, 2020.

### Analysis and Conclusion

Rules 7.1 and 7.3 of the *Residential Tenancy Branch Rules of Procedure* provide as follows:

#### **Commencement of Hearing:**

The hearing must commence at the scheduled time unless otherwise decided by the arbitrator.

#### **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.

**As the Tenants did not attend the hearing, and the Landlord appeared and was ready to proceed, I dismiss the Tenants' claim without leave to reapply. This**

**includes dismissing their request that I cancel the Notice. As such, the tenancy shall end in accordance with the Notice.**

Section 55 of the *Residential Tenancy Act* provides in part as follows:

**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.

I have reviewed the Notice and confirm it complies with section 52 of the *Act*. Consequently, and as I have dismissed the Tenants' claims, **the Landlord is entitled to an Order of Possession effective two days after service.** This Order must be served on the Tenants and may be filed and enforced in the B.C. Supreme Court.

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: February 09, 2021

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Residential Tenancy Branch