



Dispute Resolution Services

Page: 1

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, OLC, MNDCT, RP, RR, LRE, PSF, OT, ERP

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on February 1, 2021 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order cancelling a One Month Notice to End Tenancy for Cause, dated January 29, 2021 (the "One Month Notice");
- an order that the Landlord comply with the Act;
- a monetary order for damage or compensation;
- an order for regular repairs;
- an order granting a rent reduction;
- an order restricting the Landlord's right to enter;
- an order that the Landlord provide a service or facility; and
- an order for emergency repairs.

The hearing was scheduled for 11:00 AM on May 3, 2021 as a teleconference hearing. C.A. appeared on behalf of the Landlord and provided affirmed testimony. No one appeared for the Tenant. The conference call line remained open and was monitored for 11 minutes before the call ended. 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 online teleconference system that C.A. and I were the only persons who had called into this teleconference.

Preliminary Matters

Rule 7.3 of the Rules of Procedure states that if a party does not attend the hearing, the hearing may proceed without that party or the application may be dismissed with or

without leave to reapply. As no one attended the hearing for the Tenant, I dismiss the Tenant's application without leave to reapply.

I note that 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*.

The Landlord's Agent was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules of Procedure). However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to an Order of Possession in relation to the One Month Notice, pursuant to Section 55 of the *Act*?

Background and Evidence

The Landlord's Agent stated that she was unsure as to when the tenancy started as there is no written tenancy agreement between the parties. The Landlord's Agent stated that the Tenant is required to pay rent in the amount of \$520.00 to the Landlord on the first day of each month. The Tenant paid a security deposit in the amount of \$260.00 which the Landlord continues to hold. The Landlord stated that the tenant continues to occupy the rental unit.

The Landlord's Agent stated that the Tenant has damaged the door to his rental unit on two recent occasions. The Landlord's Agent stated that the Landlord has had to replace the door of the rental unit on both occasions after the Tenant had decided to dispose of the doors.

For the above-mentioned reasons, the Landlord's Agent stated she served the Tenant with the One Month Notice on January 29, 2021 with an effective vacancy date of February 28, 2021 by posting it to the Tenant's replacement door. The Landlord's reasons for ending the tenancy on the One Month Notice is;

“The Tenant or a person permitted on the property by the Tenant has caused extraordinary damage to the rental unit.”

The Landlord stated that the Tenant has not complied with the Notice to End Tenancy but has paid rent for May 2021. The Landlord is seeking an order of possession in relation to the One Month Notice.

Analysis

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

According to Section 47 (1) of the Act, a landlord may end a tenancy by giving notice to end the tenancy for cause. In the matter before me, the Landlord has the burden of proof to prove that there is sufficient reason to end the tenancy.

The Landlord served the Tenant with a One Month Notice on January 29, 2021 with an effective vacancy date of February 28, 2021 by posting it to the Tenant's door. Pursuant to Section 88 and 90 of the Act, the Tenant is deemed to have received the One Month Notice on February 1, 2021.

After receiving the One Month Notice, the Tenant made an Application to cancel the One Month Notice on February 1, 2021. As no one attended the hearing for the Tenant, their Application to cancel the One Month Notice is dismissed 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.

I find that the One Month Notice complies with the requirements for form and content. I further find the Landlord has provided sufficient evidence to demonstrate that the Tenant or a person permitted on the property by the Tenant has caused extraordinary damage to the rental unit by damaging and disposing of the door to the rental unit on two recent occasions.

As the effective date of the One Month Notice has passed and the Landlord stated that the Tenant has paid rent for May 2021, I find that the Landlord is entitled to an order of possession effective at 1:00 PM on May 31, 2021, after service on the Tenant, pursuant

to section 55 of the Act. This order should be served onto the Tenant as soon as possible.

Conclusion

The Tenant did not appear at the time of the hearing; therefore, their Application is dismissed in its entirety without leave to reapply.

The Landlord is granted an order of possession, which will be effective at 1:00 PM on May 31, 2021 after service on the Tenant. If the Tenant fails to comply with the order of possession it may be filed in 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: May 03, 2021

Residential Tenancy Branch