



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CONTINENTAL ROOMS  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      CNC CNR

### **Introduction**

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47, and
- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46.

While the landlord's agent, PR ("landlord") attended the hearing by way of conference call, the tenant did not. I waited until 11:10 a.m. to enable the tenant to participate in this scheduled hearing for 11:00 a.m. The landlord was given a full opportunity to be heard, to present affirmed 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 online teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord confirmed receipt of the tenant's application and evidence package. The landlord also confirmed that the tenant was served with their evidentiary materials for the hearing. Accordingly, I find both parties served with each other's materials in accordance with section 88 of the *Act*.

The tenant applied to cancel both a 10 Day Notice to End Tenancy for Unpaid Rent as well as a 1 Month Notice to End Tenancy for Cause. During the hearing, the landlord confirmed that the tenant was served with only a 1 Month Notice to End Tenancy dated February 12, 2021, which was posted on the tenant's door. In accordance with sections 88 and 90 of the *Act*, I find the tenant deemed served with the 1 Month Notice on February 15, 2021, 3 days after posting.

Rule 7.3 of the Rules of Procedure provides as follows:

**7.3 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

Accordingly, **in the absence of any submissions in this hearing from the tenant, I order the tenant's entire application dismissed without leave to reapply.**

**Issues to be Decided**

Is the landlord entitled to an Order of Possession?

**Background and Evidence**

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the application before me and my findings around it are set out below.

This month-to-month tenancy began on May 1, 2018. Monthly rent is currently set at \$375.00, payable on the first of the month. The landlord had collected a security deposit in the amount of \$187.50, which they still hold.

The landlord issued the 1 Month Notice on the following grounds:

- i) The tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

The tenant was served with the 1 Month Notice following an incident that took place on February 10, 2021 when the tenant was involved with an altercation with another tenant in the building. The landlord submits that the tenant had punched this other tenant without provocation. The landlord is seeking an Order of Possession as this was not the first incident that the tenant has been involved in.

**Analysis**

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

**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.

A copy of the 1 Month Notice was submitted for this hearing, and I find that the landlord's 1 Month Notice complies with section 52 of the *Act*, which states that the Notice must: be in writing and must: (a) be signed and dated by the landlord or tenant giving the notice, (b) give the address of the rental unit, (c) state the effective date of the notice, (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and (e) when given by a landlord, be in the approved form.

Based on my decision to dismiss the tenant's application for dispute resolution and pursuant to section 55(1) of the *Act*, I find that this tenancy ended on the effective date of the 1 Month Notice, March 31, 2021. In this case, this required the tenant and anyone on the premises to vacate the premises by March 31, 2021. As this has not occurred, I find that the landlord is entitled to a two (2) day Order of Possession against the tenant, pursuant to section 55 of the *Act*.

The landlord will be given a formal Order of Possession which must be served on the tenant. If the tenant does not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

### **Conclusion**

The tenant's entire application is dismissed without leave to reapply.

I find that the landlord is entitled to an Order of Possession.

I grant an Order of Possession to the landlord effective two **days after service of this Order** on the tenant. Should the tenant fail to comply with this Order, this Order may be filed 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 27, 2021

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Residential Tenancy Branch