



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, MT, CNC, OLC, LRE, DRI

### Introduction

This was a cross-application hearing for Dispute Resolution under the *Residential Tenancy Act* (“the Act”). The matter was set for a conference call hearing.

On February 12, 2021, the Tenants applied for more time to dispute a notice to end tenancy and to cancel a One Month Notice to End Tenancy for Cause. The Tenants also applied for an order to restrict the Landlords right of entry; to dispute rent increase; and for the Landlord to comply with the Act, regulation, or tenancy agreement.

On March 13, 2021, the Landlord applied for an order of possession based on issuance of a One Month Notice to End Tenancy for Cause and to recover the cost of the application fee.

This matter was set for hearing by telephone conference call at 9:30 am on this date. The Landlord attended the hearing; however, the Tenants did not. The line remained open while the phone system was monitored for 20 minutes and the Tenants did not call into the hearing during this time. Therefore, as the Applicant / Tenants did not attend the hearing by 9:50 am, I dismiss their application in its entirety.

The hearing proceeded on the Landlord’s application for an order of possession based on issuance of a One Month Notice to End Tenancy for Cause.

The Landlord was provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the 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

- Does the Landlord have sufficient cause to end the tenancy?
- Is the Landlord entitled to an order of possession for the rental unit?

### Background and Evidence

The Landlord testified that the tenancy began on September 1, 2015 as a one-year fixed term tenancy that continued thereafter on a month to month basis. Rent in the amount of \$1,500.00 is due to be paid to the Landlord by the first day of each month.

The Landlord testified that the Tenants were served with a One Month Notice to End Tenancy for Cause. The reasons cited for ending the tenancy are:

*Tenant has allowed an unreasonable number of occupants in the unit/site/property/park.*

*Tenant is repeatedly late paying rent.*

*Tenant or a person permitted on the property by the Tenant has:*

- *Put the Landlord's property at significant risk*

*Tenant has engaged in illegal activity that has, or is likely to:*

- *Damage the Landlord's property*

*Tenant has assigned or sublet the rental unit/ site without the Landlord's written consent.*

The One Month Notice provides information for Tenants who receive the Notice. The Notice states that a Tenant has the right to dispute the Notice within 10 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch.

The Landlord testified that she posted the One Month Notice on the Tenants' door on January 4, 2021 and also sent it to the Tenants using registered mail.

The Tenants disputed the One Month Notice late; however, they did not attend the hearing to proceed with their application.

With respect to the reasons cited in the One Month Notice to end the tenancy, the Landlord testified that the Tenants have not paid the rent in almost one year. The Landlord testified that since the rent has not been paid starting June 2020, the rent has been repeatedly late.

The Landlord seeks to end the tenancy and receive an order of possession for the rental unit.

### Analysis

I find that the Tenants received the One Month Notice on January 7, 2021, the third day after it was attached to the Tenants' door.

The Tenants had up until January 17, 2021, to dispute the One Month Notice. The Tenants applied to dispute the One Month Notice on February 12, 2021 but did not appear at the hearing and their application is dismissed.

I find that the Landlord has a sufficient reason to end the tenancy. I find that the Tenants have not paid the rent for 11 months and therefore the rent is repeatedly late.

Under section 55 of the Act, when a Tenants application to cancel a Notice to end tenancy is dismissed and I am satisfied that the Notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the Landlord an order of possession.

I find that the One Month Notice complies with the requirements for form and content. The Landlord is entitled to an order of possession effective two (2) days after service on the Tenants. This order may be filed in the Supreme Court and enforced as an order of that Court.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. The Landlord was successful with her application to end the tenancy. I order the Tenants to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

### Conclusion

The Tenants failed to attend the hearing. The Tenants' application to cancel the One Month Notice is dismissed. The tenancy is ending.

I grant the Landlord an order of possession effective two (2) days after service on the Tenants. The Tenants must be served with the order of possession. Should the Tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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 18, 2021

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Residential Tenancy Branch