



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant filed under the *Residential Tenancy Act* (the “Act”) to cancel One Month Notice to End Tenancy for Cause (the “Notice”) issued on March 9, 2021. The matter was set for a conference call.

The Landlord attended the conference call hearing; however, the Tenant did not. As the Tenants are the applicants in this hearing, I find that the Tenants had been duly notified of the Notice of Hearing in accordance with the *Act*.

The Landlord was affirmed to be truthful in her testimony and was provided with the opportunity to present her evidence orally and in written and documentary form and to make submissions at 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

- Should the Notice to End Tenancy be cancelled?
- If not, is the Landlord entitled to an Order of Possession?

Background and Evidence

The Landlord testified that the tenancy began on November 1, 2012. The Tenant's portion of the subsidized rent in the amount of \$551.00 is to be paid by the first day of each month. At the outset of the tenancy, the Tenant paid the Landlord a \$422.50 security deposit.

The Landlord testified that they issued the Notice to the Tenant on March 9, 2021, by sending it to the Tenant by Canada Post Registered mail. The reasons checked off by the Landlord within the Notice are as follows:

- *Tenant or a person permitted on the property by the tenant has:*
 - *Significantly interfered with or unreasonably disturbed another occupant or the landlord*

The Notice states the Tenant must move out of the rental unit by April 30, 2021. The Notice informed the Tenant of the right to dispute the Notice within 10 days after receiving it.

The Landlord testified that they had been informed by neighbours that the Tenant has moved out of the rental unit and by the local electrical company that the Tenant had shut off service to the rental unit. The Landlord testified that they believe that the Tenant has moved out but that they are requesting an Order of Possession just to be sure.

Analysis

Based on the above, the oral testimony and the documentary evidence, and on a balance of probabilities, I find as follows:

I find that the Tenant received the Notice on March 14, 2021, five days after it was mailed, pursuant to the deeming provision set out in section 90 of the *Act* and did apply to dispute the Notice. This matter was set for hearing by telephone conference call at 9:30 a.m. on this date. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing was the Landlord.

Rules 7.1 and 7.3 of the Rules of Procedure provide as follows:

7.1 The dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator.

7.3 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.

Therefore, as the Tenants did not attend the hearing by 11:11 a.m. I dismiss the Tenant's application without leave to reapply. Section 55(1) of the *Act* states:

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 to end tenancy, and I find the Notice complies with section 52 of the *Act*.

As I have dismissed the Tenant's application, pursuant to section 55 of the *Act*, I must grant the Landlord an order of possession to the rental unit.

Therefore, I find that the Landlord is entitled to an order of possession not later than **2 days** after service upon 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. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Tenant's application is dismissed.

I grant an **Order of Possession** to the Landlord effective not later than **2 days** after service upon the Tenant. The Tenant must be served with this Order. 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: June 22, 2021

Residential Tenancy Branch