



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TPL DEVELOPMENTS OXFORD
LP and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR
 OPR-DR

Introduction

This hearing dealt with the cross Applications for Dispute Resolution filed by the parties under the Residential Tenancy Act (the “Act”). The matter was set for a conference call.

The Tenants’ Application for Dispute Resolution was made on June 11, 2021. The Tenants applied to cancel a 10-Day Notice to End Tenancy for Unpaid Rent (the Notice) issued June 10, 2021.

The Landlord’s Application for Dispute Resolution was made on July 22, 2021. The Landlord applied to enforce a 10-Day Notice to End Tenancy for Unpaid Rent issued June 10, 2021.

The Property Manager (the “Landlord”) attended the conference call hearing; however, the Tenants did not. As the Tenants are also applicants to these proceedings, I find that the Tenants had been duly notified of the Notice of Hearing in accordance with the *Act*.

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 tenancy agreement recoded that the tenancy began on November 1, 2020, as a month-to-month tenancy. Rent in the amount of \$1,547.00 is to be paid by the first day of each month, and that the Tenants paid the Landlord a \$725.00 security at the outset of the tenancy. The Landlord submitted a copy of the tenancy agreement into documentary evidence.

The Landlord testified that they issued a 10-Day Notice to End Tenancy for Unpaid Rent or Utilities (the 10-Day Notice) to the Tenants on June 10, 2021, by posting it to the front door of the rental unit. The Notice recorded an effective date of June 23, 2021, and an outstanding rent amount of \$4,603.00 for June 2021. The Landlord also testified that the Tenants had not paid the full outstanding amount indicated on the Notice. The Landlord submitted a copy of the Notice into documentary evidence.

The Landlord testified that they had not seen the Tenant who signed the tenancy agreement in several weeks but that the Tenant's roommates are still residing on the rental property. The Landlord was requesting an order of possession and declined a monetary order for the outstanding rent at this time.

Analysis

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

Rule 7.1 of the Rules of Procedure stipulates that the hearing must commence at the scheduled time unless otherwise decided by the Arbitrator. Rule 7.3 of the Rules of Procedure stipulates that an Arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

Rules 7.1, 7.3 and 7.4 of the Rules of Procedure provide as follows:

7.1 Commencement of the dispute resolution hearing

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

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.

7.4 Evidence must be presented

Evidence must be presented by the party who submitted it, or by the party's agent. If a party or their agent does not attend the hearing to present evidence, any written submissions supplied may or may not be considered.

This hearing was scheduled to commence at 9:30 a.m. on October 12, 2021. I called into the teleconference at 9:30 a.m.; 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. Therefore, as the Tenants did not attend the hearing by 9:41 a.m. and the Landlord appeared and was ready to proceed, I dismiss the Tenants' application without leave to reapply.

The Landlord has requested an order of possession to enforce their Notice to end tenancy. 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 the tenancy, and I find the Notice complies with section 52 of the *Act*.

Therefore, I find that the Landlord is entitled to an order of possession, pursuant to section 55 of the *Act*. I grant the Landlord an **Order of Possession** effective not later than **2 days** after service upon the Tenants. The Tenants must be served with this Order. Should the Tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

Conclusion

The Tenants' application is dismissed without leave to reapply.

I grant an **Order of Possession** to the Landlord effective not later than **2 days** after service upon the Tenants. The Tenants must be served with this Order. Should the Tenants 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: October 12, 2021

Residential Tenancy Branch