



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

On July 5, 2021, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) to cancel a One Month Notice to End Tenancy for Cause. The matter was set for a participatory hearing via conference call.

Preliminary Matter

The Landlord’s Agents (the “Landlord”) attended the conference call hearing; however, the Tenant did not attend at any time during the 15-minute hearing. The Landlord testified that they received the Notice of Dispute Resolution Proceeding on July 26, 2021. I find that the Landlord has been duly served with the Notice of Dispute Resolution Proceeding in accordance with Section 89 the Act.

Rule 7.1 and 7.3 of the *Residential Tenancy Branch - Rules of Procedure* stipulates that the hearing must commence at the scheduled time unless otherwise decided by the Arbitrator. The 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.

As the Tenant did not call into the conference, I dismiss the Tenant’s Application without leave to reapply as the Tenant failed to attend the hearing to present the merits of their Application.

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.

This hearing was conducted in the Tenant's absence and the issuance of an Order of Possession was considered along with the affirmed testimony and evidence as presented by the Landlord.

Issues to be Decided

The Tenant's Application to cancel the One Month Notice to End Tenancy for Cause, dated June 24, 2021, (the "One Month Notice") has been dismissed. As such, should the Landlord receive an Order of Possession, in accordance with section 55 of the Act?

Background and Evidence

The Landlord provided the following undisputed testimony:

The month-to-month tenancy began on December 1, 2018. The rent is \$625.00 and due on the first of each month. The Landlord collected and still holds a security deposit in the amount of \$312.50.

The Landlord submitted that they served the One Month Notice to the Tenant on June 24, 2021 by taping it to the Tenant's door. The move-out date on the One Month Notice was for July 1, 2021; however, the Landlord acknowledged that it should have been for July 31, 2021. The reasons for the end of the tenancy included that the Tenant has put the Landlord's property at significant risk and that the Tenant has caused extraordinary damage to the rental unit.

The Landlord testified that the One Month Notice included details of an inspection of the rental unit that was conducted on June 23, 2021 where the Landlord observed garbage bags left in the living room which were staining the carpets and attracting flies and maggots. The Landlord observed large amounts of hay/straw under piles of clothes and noted that pest control would need to attend.

The Landlord testified that the rental unit was in a "deplorable" condition, that the Tenant had been keeping rabbits on the premises and the SPCA had been called to remove the animals.

The Landlord stated that the Tenant is still living in the rental unit and requested an Order of Possession for the unit.

Analysis

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.

Section 52 of the Act requires that any Notice to End Tenancy issued by a landlord must be signed and dated by the landlord; give the address of the rental unit; state the effective date, state the grounds for ending the tenancy; and be in the approved form.

Based on the undisputed and affirmed testimony of the Landlord and on a balance of probabilities, I find the following:

- at least one of the reasons for the issuance of the One Month Notice are valid, pursuant to section 47(1)(f) of the Act;
- the One Month Notice is deemed served to the Tenant on June 27, 2021, pursuant to section 90 of the Act;
- the effective move-out date of the One Month Notice is corrected to July 31, 2021, pursuant to section 68 of the Act; and,
- the One Month Notice, issued by the Landlord on June 24, 2021, complies with the requirements set out in Section 52.

I have dismissed the Tenant's Application and found that the One Month Notice is compliant with the Act and at least one of the reasons set out in the One Month Notice are valid. For these reasons and because the Tenant is still occupying the rental unit, I grant the Landlord an Order of Possession, pursuant to section 55 of the Act.

Conclusion

I dismiss the Tenant's Application for Dispute Resolution to cancel the One Month Notice.

Pursuant to Section 55 of the Act, I grant the Landlord an Order of Possession to be effective two days after notice is served 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: November 02, 2021

Residential Tenancy Branch