Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   CNC, OLC, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Tenants on September 9, 2021, under the *Residential Tenancy Act* (the *Act*), seeking:

- Cancellation of a One Month Notice to End Tenancy for Cause (the One Month Notice);
- An order for the Landlord to comply with the *Act*, regulations, or tenancy agreement; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call at 9:30 A.M. (Pacific Time) on January 24, 2022, and was attended by one of the Landlords, who provided affirmed testimony. The Tenants did not attend. The Notice of Dispute Resolution Proceeding states the date and time of the hearing, that the hearing will be conducted by telephone conference call, and provides the phone number and access code for the hearing. It also instructs participants that they are to call into the hearing themselves no more than five minutes before the start of the hearing. I confirmed that the details shown in the Notice of Dispute Resolution Proceeding were correct and I note that the Landlord was able to attend the hearing promptly using the information contained in the Notice of Dispute Resolution Proceeding they acknowledged receiving from the Tenants. The Landlord attended the hearing at the scheduled time, ready to proceed, and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. Although the line remained open for 11 minutes, neither the Tenants nor an agent acting on their behalf appeared to provide evidence or testimony for my consideration.

I have reviewed all evidence and testimony before me that was accepted for consideration in this matter in accordance with the Rules of Procedure, however, I refer only to the relevant and determinative facts, evidence, and issues in this decision.

Rule 7.1 of the Rules of Procedure states that the dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator. As the Landlord and I attended the hearing on time and ready to proceed and there was no evidence before me that the parties had agreed to reschedule or adjourn the matter, I commenced the hearing as scheduled. Rule 7.3 of the Rules of Procedure states that 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 reapply. As neither the Tenants nor an agent acting on their behalf attended the hearing to present any evidence or testimony for my consideration regarding the Tenants' Application, I therefore dismiss the Tenants' Application in its entirety, without leave to reapply.

Having made the above finding, I will now turn my mind to whether the Landlords are entitled to an Order of Possession pursuant to section 55(1) of the *Act*. The Landlord stated that an Order of Possession was not necessary, as the Tenants had vacated the rental unit on approximately December 2, 2021. In any event, I find that the self-authored One Month Notice does not comply with section 52 of the *Act,* as it is not in the approved form and does not contain the required information, especially information for tenants regarding their rights, the dispute period, and what happens if they do not dispute the notice to end tenancy.

As a result of the above, I have not granted the Landlords an Order of Possession pursuant to section 55 of the *Act.*

Conclusion

The Tenants' Application seeking cancellation of the One Month Notice is dismissed without leave to reapply. No Order of Possession has been granted.

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: January 24, 2022

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Residential Tenancy Branch