



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes CNC-MT, MNDCT, AAT

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenants filed under the *Residential Tenancy Act* (the “Act”) to cancel One Month Notice to End Tenancy for Cause (the “Notice”) dated October 21, 2023 ~~2022~~, for a monetary order for compensation for monetary loss or other money owed, and an access order to allow access to the unit or site for the Tenants and/or their guests. The matter was set for a conference call.

The Landlord attended the conference call hearing; however, the Tenants 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 their 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 dated October 21, 2023 ~~2022~~, be cancelled?
- If not, is the Landlord entitled to an Order of Possession?

- Are the Tenants entitled to a monetary order for compensation for monetary loss or other money owed?
- Are the Tenants entitled to an access order to allow access to the unit or site for the Tenants and their guests?

Background and Evidence

While I have turned my mind to all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

The Landlord testified that the tenancy began on January 12, 2021. Rent in the amount of \$750.00 is to be paid by the first day of each month. At the outset of the tenancy, the Tenants paid the Landlord a \$395.00 security deposit. A copy of the Tenancy agreement was submitted into documentary evidence.

The Landlord testified that they issued the Notice to the Tenants on October 21, ~~2023~~ 2022, by posting the Notice to the front door of the rental unit. 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 engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant.*
- *Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to adversely jeopardize a lawful right or interest of another occupant or the landlord.*

The Notice states the Tenants must move out of the rental unit by November 30, ~~2023~~ 2022. The Notice informed the Tenants of the right to dispute the Notice within 10 days after receiving it. The Landlord submitted a copy of the Notice into documentary evidence.

The Landlord testified that the Tenants are dealing drugs from their rental unit and that this action is affecting the safety of the Landlord and other occupants of the rental property. The Landlord submitted 14 pictures into documentary evidence.

The Landlord requested the Order of Possession effective March 31, 2023, to enforce their Notice to end tenancy.

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 11:00 a.m. on March 13, 2023. I called into the teleconference at 11:00 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 11:11 a.m. and the Landlord appeared and was ready to proceed, I dismiss the Tenants' application without leave to reapply.

I accept the testimony of the Landlord that they served the Tenants with the Notice to end Tenancy on October 21, ~~2023~~ 2022, by posting the Notice to the front door of the rental unit. I find that the Tenants received the Notice three days later, on October 24, ~~2023~~ 2022, pursuant to the deeming provisions set out in section 90 of the *Act* and that the Tenants did apply to dispute the Notice. However, as stated above the Tenants have failed to attend these proceedings and their application to dispute this Notice has been dismissed.

I also accept the undisputed testimony and documentary evidence submitted by the Landlord, and I find that there is sufficient evidence before me to end this tenancy for the stated reason on this Notice.

Section 55(1) of the *Act* states the following:

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 Tenants' application, and 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, pursuant to section 55 of the *Act*. I grant the Landlord an **Order of Possession** effective not later than **1:00 p.m. on March 31, 2023**. 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 **1:00 p.m. on March 31, 2023**. 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: March 13, 2023

Residential Tenancy Branch