



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, MNDCT, RR, DRI-ARI-C, PSF, LRE, LAT, OLC, FFT

### Decision

I grant the landlord an Order of Possession effective April 30, 2023 at 1:00 PM.

### Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47;
- A monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* (“*Regulation*”) or tenancy agreement pursuant to section 67 of the *Act*;
- An order to reduce the rent for repairs, services or facilities agreed upon but not provided pursuant to section 65;
- Cancellation of a Notice of Rent Increase pursuant to section 43;
- An order requiring the landlord to provide services or facilities required by the tenancy agreement or law pursuant to section 62(3);

- An order to restrict or suspend the landlord's right of entry pursuant to section 70;
- An order to authorize the tenant to change the lock pursuant to section 31;
- An order requiring the landlord to comply with the Act pursuant to section 62;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

The landlord attended with his spouse/agent RF ("the landlord").

The hearing process was explained, and an opportunity was given to ask questions. The landlord had the opportunity to call witnesses and present affirmed testimony and written evidence.

The landlord raised no issues regarding service.

### *Service*

The landlord acknowledged service by the tenant of the Notice of Hearing and Application for Dispute Resolution.

The landlord testified they served the tenant with their evidence by posting to the tenant's door on March 27, 2023. The next day, they saw the package had been removed from the door.

I find each party served the other party in compliance with the Act.

### *Attendance*

The tenant did not attend the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional 13 minutes to allow the tenant the opportunity to call.

The teleconference system indicated only the landlord, his agent RF and I had called into the hearing.

I confirmed the correct call-in number and participant code for the tenant was provided.

The landlord requested to proceed with the hearing.

### Order of Possession

I informed the landlord that in the event I dismissed the tenant's application to cancel the Notice issued in compliance with the *Act*, I was required under section 55 of the *Act* to grant an order of possession in favour of the landlord.

Section 55 states as follows:

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.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

### Background and Evidence

The landlord provided uncontradicted testimony as the tenant did not attend the hearing.

The landlord submitted a comprehensive, extensive evidence package. They testified to the background of the tenancy and the present circumstances:

INFORMATION	DETAILS
Type of Tenancy	Month-to-month
Beginning Date	February 1, 2020
Vacancy Date	Still in unit
Rent payable on first of month	\$1,004.00
Security deposit	\$495.00
Arrears of Rent	no

The landlord testified they served the tenant with a One Month Notice because of repeated late payment of rent and other issues. A copy of the Notice was submitted in the RTB form:

INFORMATION	DETAILS
Type of Notice	One Month Notice
Date of Notice	November 29, 2022
Effective Date of Notice	December 31, 2022 (January 31, 2023, corrected)
Date and Method of Service	November 29, 2022, posting to door (picture submitted)
Effective Date of Service	December 2, 2022
Reasons for Issuance	Tenant is repeatedly late, breach of material term

Application for Dispute Resolution filed - date	Dec 9, 2022 - Online
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The One Month Notice provided the tenant had the right to dispute the notice by filing an Application for Dispute Resolution within 10 days. The tenant filed an application within the time.

The One Month Notice gave the following reasons for issuance:

1. Tenant is repeatedly late paying rent.
2. Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The One Month Notice stated:

**Details of Cause(s): Describe what, where and who caused the issue and include dates/times, names etc. This information is required. An arbitrator may cancel the notice if details are not provided.**

**Details of the Event(s):**

Rent was paid late 4x in the past year - December 2021, February 2022, March 2022 and June 2022

Per the 1st warning letter given to you on April 1, 2021, we asked you to move the items outside your suite and not place them in your suite. We allowed you to move them under the porch while you found a suitable location to move them. We have requested you to move these belongings 3x via text and several verbal warnings over the past year, but you refused to take action. You finally moved them this month, but contrary to our repeated requests, you have moved them into your suite. The nature of those items do not belong in a suite.

In addition, rent was based on single occupancy. You have moved an additional person into the suite without prior consent.

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The landlord testified the One Month Notice provided accurate details concerning the tenant's late payment of rent. The tenant was late four times in the year before the One Month Notice was issued as set out in the Notice. The tenant was late paying rent for January 2023 after the Notice was issued.

The tenant has not vacated the unit. The landlord requested an Order of Possession effective April 30, 2023, at 1:00 PM.

### Analysis

While I have turned my mind to the admissible documentary evidence and the testimony of the landlord, not all details of the landlord's submissions and arguments are reproduced here. The relevant and important aspects of the landlord's claims and my findings are set out below.

Rule 7.3 of the Rules of Procedure provides as follows:

***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 reapply.*

As the applicant did not attend the hearing and in the absence of any evidence or submissions on behalf of the applicant, I order the tenant's application dismissed without leave to reapply.

As the tenant has failed to appear at this hearing or submit any testimony or evidence, I dismiss the tenant's request to cancel the One Month Notice.

Pursuant to section 55(1), the director **must** grant to the landlord an order of possession of the rental unit if the landlord's notice to end tenancy complies with section 52 and the tenant's application is dismissed.

I accept the landlord's testimony as credible and supported in all aspects by well organized documentary evidence.

I determine the landlord's Notice complies with section 52.

I have dismissed the tenant's application.

I therefore find the landlord is entitled to an order of possession.

Conclusion

I dismiss the tenant's application without leave to reapply. I grant the landlord an Order of Possession effective April 30, 2023 at 1:00 PM. This Order must be served on the tenant. The Order may be filed and enforced in the Courts of the Province of BC.

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: April 18, 2023

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