



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

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.

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

Attendance of Tenant

The tenant did not attend the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional twenty minutes to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant was provided.

The landlord provided affirmed testimony that the tenant did not serve the landlord with the Notice of Hearing and Application for Dispute Resolution. The

landlord testified they called the RTB and learned that the tenant had applied to cancel a One Month Notice to End Tenancy ("One Month Notice") and that a hearing had been set for this day. The landlord then filed documents and attended the hearing.

Landlord Requested 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*, section 55 of the *Act* states I must grant an Order of Possession in favour of the landlord.

The landlord requested an Order of Possession on two days notice.

Issue(s)

Is the landlord entitled to an order of possession?

Background and Evidence

The landlord provided the following uncontradicted affirmed evidence as the tenant did not attend the hearing.

Tenancy

The landlord testified that the tenancy began in February 2021. The rent is \$1,453.50 and the tenant provided a security deposit of \$675.00.

One Month Notice

The landlord testified that the tenant was late paying rent August 2022, October 2022 and December 2022.

On December 28, 2022, the landlord's agent attending the hearing personally served the tenant with a One Month Notice dated December 28, 2022. Both tenants were present at time of service.

The landlord submitted a copy of the Notice in which the landlord claimed:

The tenant is repeatedly late paying rent.

The landlord did not file a witnessed Proof of Service form as the tenant disputed the One Month Notice.

The tenant has not vacated the unit. The tenant filed an application to cancel the Notice on January 3, 2023, within ten days but has failed to attend the hearing of the tenant's application.

The landlord requested an Order of Possession.

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* states that if a party does not attend a hearing, I may conduct the hearing in their absence. I may dismiss their claim with or 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 as well as any other claims.

Pursuant to section 55(1), I 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 I dismiss the tenant's application.

The landlord's Notice complies with section 52.

I have dismissed the tenant's application.

I therefore grant the landlord an Order of Possession.

Conclusion

I dismiss the tenant's application without leave to reapply.

I grant the landlord an Order of Possession which is effective two days after service on the tenant.

I make this decision on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: May 01, 2023

Residential Tenancy Branch