



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CENTURY GROUP LANDS
CORPORATION and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's One Month Notice to End Tenancy for Cause, dated January 13, 2023, and effective February 28, 2023 ("1 Month Notice"), pursuant to section 47.

The applicant tenant did not attend this hearing, which lasted approximately 10 minutes. The two respondent landlord's agents, landlord WF ("landlord's agent") and "landlord DL," attended this hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The hearing began at 11:00 a.m. and ended at 11:10 a.m. I monitored the teleconference line throughout this hearing. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord's two agents and I were the only people who called into this teleconference.

The landlord's agent provided the names and spelling for her and landlord DL. She confirmed the name of the landlord company ("landlord") named in this application. She provided her email address for me to send a copy of this decision to the landlord after this hearing.

The landlord's agent said that the landlord owns the rental unit. She confirmed the rental unit address. She stated that she is a property manager and landlord DL is a senior operations manager, both employed by the landlord. She confirmed that they

both had permission to represent the landlord at this hearing. She identified herself as the primary speaker. Landlord DL did not testify at this hearing.

Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure (“Rules”)* does not permit recordings of any hearings by any participants. At the outset of this hearing, the landlord’s agent affirmed, under oath, that neither she, nor landlord DL, would record this hearing.

I explained the hearing process to the landlord’s agent. She had an opportunity to ask questions. She did not make any adjournment or accommodation requests.

Preliminary Issue – Dismissal of Tenant’s Application

The landlord’s agent said that the landlord did not receive a copy of the tenant’s application for dispute resolution hearing package. She stated that the landlord received a reminder email directly from the RTB, with the phone number and access code to call into this hearing.

Rule 7.3 of the RTB *Rules* states the following:

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.

In the absence of any appearance by the tenant, I order the tenant’s application dismissed without leave to reapply.

I informed the landlord’s agent of my decision during this hearing. She affirmed her understanding of same.

Preliminary Issue – Order of Possession

Pursuant to section 55 of the *Act*, if I dismiss the tenant’s application to cancel a 1 Month Notice, the landlord is entitled to an order of possession, provided that the notice meets the requirements of section 52 of the *Act* and the landlord provides sufficient evidence of same.

At the outset of this hearing, the landlord's agent confirmed that the tenant vacated the rental unit. She said that the landlord did not require an order of possession. I informed her that I would not issue an order of possession to the landlord against the tenant. She affirmed her understanding of same.

Conclusion

The tenant's application is dismissed without leave to reapply.

The landlord is not issued an order of possession against the tenant.

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: May 23, 2023

Residential Tenancy Branch