



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding TRG The Residential Group Realty, Joshua Keshet, RANCHO Management Services (B.C.) LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      **CNC, MNDCT, PSF, FFT**

### 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 requiring the landlord to provide services or facilities required by the tenancy agreement or law pursuant to section 62(3)
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

I explained the hearing process and provided an opportunity 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 by the tenant. The landlord testified they served each tenant with their documents by registered mail sent on

April 21, 2023. The landlord submitted a copy of the receipts including the tracking number. I find the landlord served each tenant under 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 28 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 requested to proceed with the hearing.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

### Background and Evidence

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

### *Tenancy*

The month-to-month tenancy started on May 2, 2022, for \$2,150.00 monthly. The tenancy agreement states the tenant cannot have a pet. The strata bylaws state the building does not allow pets.

The tenant paid a security deposit of \$1,075.00 which the landlord holds.

The tenant acquired a dog in August 2022, which lives in unit

### *One Month Notice*

The Strata sent the landlord a Notice of Infraction dated August 26, 2022. The landlord requested the tenant to remove the dog and the tenant refused. The Strata has imposed fines of \$200.00 each week since the tenant acquired the pet and fines now total \$4,000.00. The landlord must pay the fines to the Strata.

The landlord issued a One Month Notice dated February 23, 2023, effective March 31, 2023. The landlord served the document by attaching to the tenant's door February 23, 2023, thereby effecting service on February 26, 2023.

The Notice stated the tenant is in breach of a material term by having a pet contrary to the tenancy agreement and the Strata bylaws.

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 a dispute on March 1, 2023, within the time allowed.

The tenant has not vacated the unit. The landlord requested an Order of Possession effective on 2 days notice.

The landlord submitted a comprehensive document package supporting their testimony.

### Analysis

I have turned my mind to the admissible documentary evidence and the testimony of the landlord. I only refer to relevant and important aspects of the landlord's claims related to my findings.

Rule 7.3 of the Rules of Procedure provides that I may conduct a hearing if a party fails to attend.

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 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 therefore find the landlord is entitled to an Order of Possession effective on 2 days notice.

### Conclusion

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

I grant the landlord an Order of Possession effective on 2 days notice.

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: May 25, 2023

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Residential Tenancy Branch