



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNC, FFT

Introduction, Preliminary Matters and Analysis

This hearing dealt with an Application for Dispute Resolution (“application”) by the tenant seeking remedy under the *Residential Tenancy Act* (“Act”) to cancel One Month Notice to End Tenancy for Cause, issued on March 29, 2019 (“1 Month Notice”) and to recover the cost of the filing fee.

This matter was set for hearing by telephone conference call at 9:30 a.m. Pacific Time on this date, May 24, 2019. The line remained open while the phone system was monitored for the duration of the hearing of 18 minutes and the only participant who called into the hearing during this time were the respondent landlord and TC, who confirmed they were not an agent for the tenant. The landlord and TC were affirmed and TC testified that FUCLA were incorrectly named as a tenant and requested to be removed from the application as a result. In accordance with section 64(3) of the *Act*, FUCLA was removed as a tenant and from the application, at which time TC disconnected from the hearing.

In this case, the tenant made an application to dispute the 1 Month Notice. I find it is reasonable to conclude that in the absence of the tenant, and after the mandatory 10 minute waiting period, that the tenant is no longer disputing the 1 Month Notice. Therefore, I dismiss the tenant’s application to cancel the 1 Month Notice without leave to reapply, as any future application to cancel the 1 Month Notice would be outside the statutory time limit.

Since I have dismissed the tenant’s application, I find it is not necessary to consider the merits of the 1 Month Notice. However, I find that I must consider whether the landlord has met the statutory requirements under the *Act* to end the tenancy.

I accept the undisputed evidence of the landlord that the 1 Month Notice was completed in accordance with section 47 of the Act. A copy of the 1 Month Notice was filed in evidence for my review and consideration, in addition to the supporting government order for which the 1 Month Notice was served.

I find the 1 Month Notice was completed in the approved form and the content meets the statutory requirements under section 52 the Act.

Further, I accept the undisputed testimony of the landlord that the tenant was served with the 1 Month Notice in compliance with the service provisions under section 88 of the Act. I also note the tenant acknowledged service of the 1 Month Notice in their application.

I am satisfied based on the landlord's evidence that the landlord has met the statutory requirements under the *Act* to end a tenancy.

Since I have dismissed the tenant's application to cancel the 1 Month Notice, and I have found the landlord has met the statutory requirements under the *Act* to end the tenancy, I find the landlord is entitled to an order of possession pursuant to section 55 of the *Act*. The landlord testified that the tenant has not paid any money for use and occupancy for May 2019. Therefore, I find that the landlord is entitled to an order of possession effective **two (2) days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I do not grant the filing fee as the tenant's application was dismissed without leave to reapply.

Conclusion

The tenant's application is dismissed without leave to reapply. The landlord has met the statutory requirements to end the tenancy and is granted an order of possession.

The tenants' application is dismissed without leave to reapply, as the tenants failed to attend the hearing to present the merits of their application and the respondent did attend and was ready to proceed.

The tenancy ended on April 30, 2019, the effective vacancy date listed on the 1 Month Notice.

I do not grant the filing fee as the tenant's application is dismissed without leave to reapply.

This decision will be emailed to both parties. The order of possession will be emailed to the landlord for service on the tenant.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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 24, 2019

Residential Tenancy Branch