



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

On November 27, 2021 the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") asking to cancel a One Month Notice to End Tenancy dated November 23, 2021 ("the One Month Notice").

The hearing was scheduled for 11:00 AM on January 25, 2022 as a teleconference hearing. The Landlord and the Landlord's Agent B.B. attended the hearing at the appointed date and time. No one appeared for the Tenant. The conference call line remained open and was monitored for 14 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that Landlord, the Landlord's Agent, and I were the only persons who had called into this teleconference.

### Preliminary Matters

Rule 7.3 of the Rules of Procedure states that if a party does not attend the hearing, the hearing may proceed without that party or the application may be dismissed with or without leave to reapply. As no one attended the hearing for the Tenant, I dismiss the Tenant's application without leave to reapply.

I note that Section 55 of the *Act* requires that when a Tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a Landlord I must consider if the Landlord is entitled to an order of possession if the Application is dismissed and the Landlord has issued a notice to end tenancy that is compliant with the *Act*.

The Landlord and the Landlord's Agent were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules of Procedure). However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Is the Landlord entitled to an Order of Possession in relation to the One Month Notice, pursuant to Section 55 of the *Act*?

### Background and Evidence

The Landlord stated the following: the tenancy began on June 1, 2016. The Tenant is required to pay rent in the amount of \$725.00 to the Landlord on the first day of each month. The Tenant paid a security deposit in the amount of \$337.50 which the Landlord continues to hold. The Landlord stated that the tenant continues to occupy the rental unit.

The Landlord stated that the Tenant has a bedbug infestation in their rental unit which the Landlord has made several attempts at exterminating, however, the Tenant has not complied with their requests to prepare the rental unit for such treatments to take place.

The Landlord stated that they provided the Tenant with a written notice of entry on October 15, 2021, with instructions on how to prepare the rental unit in order for the exterminator to attend and treat the rental unit on October 19, 2021. The Landlord stated that the exterminator attended the rental unit on October 19, 2021, however, the Tenant had not complied with the instructions which resulted in the exterminator being unable to exterminate the bedbugs. The Landlord provided a copy of the notice of entry, preparation instructions, and the exterminator service report in support.

The Landlord stated that they notified the Tenant that the exterminator would return on October 29, 2021. Again, the Tenant had not complied with the preparation instructions and the rental unit was once again found to be cluttered and untidy. The Landlord stated that the exterminator made their best attempt at treating the renting unit, despite the continued clutter.

The Landlord stated that as a result of the Tenant's noncompliance over a period of time, the bedbugs have spread to other rental units. For the above-mentioned reasons, the Landlord stated he served the Tenant with the One Month Notice on November 23, 2021 with an effective vacancy date of December 31, 2021 by posting it to the Tenant's door. The Landlord's reasons for ending the tenancy on the One Month Notice are;

*The Tenant or a person permitted on the property by the Tenant has seriously jeopardized the health and safety or lawful right of another occupant or the landlord, and put the landlord's property at significant risk.*

The Landlord stated that the Tenant continues to occupy the rental unit. The Landlord is seeking an order of possession in relation to the One Month Notice. As previously noted, no one attended the hearing to respond for the Tenant.

### Analysis

Based on the uncontested documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

According to Section 47 (1) of the Act, a landlord may end a tenancy by giving notice to end the tenancy for cause. In the matter before me, the Landlord has the burden of proof to prove that there is sufficient reason to end the tenancy.

The Landlord served the Tenant with a One Month Notice on November 23, 2021 with an effective vacancy date of December 31, 2021. Pursuant to Section 88 and 90 of the Act, the Tenant is deemed to have received the One Month Notice on November 26, 2021.

After receiving the One Month Notice, the Tenant made an Application to cancel the One Month Notice on November 27, 2021. As no one attended the hearing for the Tenant, their Application to cancel the One Month Notice is dismissed without leave to reapply.

Section 55 of the Act requires that when a Tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a Landlord I must consider if the Landlord is entitled to an order of possession if the Application is dismissed and the Landlord has issued a notice to end tenancy that is compliant with the Act.

I find that the One Month Notice complies with the requirements for form and content. I further find the Landlord has provided sufficient evidence to demonstrate that the Landlord has sufficient cause to end the tenancy.

As the effective date of the One Month Notice has passed, I find that the Landlord is entitled to an order of possession effective 2 (two) days, after service on the Tenant, pursuant to section 55 of the Act. This order should be served onto the Tenant as soon as possible.

### Conclusion

The Tenant did not appear at the time of the hearing; therefore, their Application is dismissed in its entirety without leave to reapply.

The Landlord is granted an order of possession, which will be effective two (2) days after service on the Tenant. If the Tenants fail to comply with the order of possession it may be filed in and enforced as an order of the Supreme Court of British Columbia.

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: January 25, 2022

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Residential Tenancy Branch