



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding Delta West c/o Bayside Property Services
Ltd. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OLC, FFT

Introduction

The Tenant filed an Application for Dispute Resolution on December 19, 2022 seeking a cancellation of the One-Month Notice to End Tenancy for cause (the "One-Month Notice"). The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the "Act") on April 25, 2023.

The Landlord attended the hearing; the Tenant did not attend. In the conference call hearing I explained the process and offered the Landlord the opportunity to ask questions. The Landlord presented oral testimony, and referred to their evidence they had previously served to the Tenant.

Preliminary Matter – Tenant's attendance

The Tenant did not attend the hearing, although I left the teleconference hearing open until 11:16am to enable them to call in to this teleconference hearing scheduled for 11:00am. I confirmed the correct call-in numbers and participant codes were provided in the Notice of Dispute Resolution Proceeding generated when the Tenant applied. I also confirmed throughout the duration of the call that the Tenant was not in attendance.

Rule 7.3 of the *Residential Tenancy Branch Rules of Procedure* provides that if a party or their agent fails to attend the hearing, an arbitrator may conduct the hearing in the absence of that party or dismiss the application without leave to reapply. On this basis, I dismiss the Tenant's application for cancellation of the December 7, 2022 One-Month Notice. This is without leave to reapply on this issue.

I also dismiss the Tenant's Application for the Landlord's compliance with the legislation and/or tenancy agreement, and reimbursement of the Application filing fee, without leave to reapply.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession pursuant to s. 55 of the *Act*?

Background and Evidence

The evidence shows the Landlord issued and served the One-Month Notice to the Tenant on December 7, 2022. This was for the issue of the Tenant keeping a pet which ran contrary to a term in the tenancy agreement, as well as that found in the addendum. The Landlord provided a record of their service of this One-Month Notice by sending a copy via registered mail to the Tenant at the rental unit. The Landlord advised the Tenant was still overholding in the rental unit as of the date of this hearing.

A copy of the One-Month Notice appears in the Landlord's evidence they provided for this hearing. This shows the final end-of-tenancy date for January 31, 2023. On page 2 of the document the Landlord indicated the applicable reason for ending the tenancy and gave details on their interaction with the Tenant that led to them serving the One-Month Notice. This was a warning letter dated October 4, 2022, and then no action from the Tenant by approximately two months later.

The Tenant did not attend the hearing to challenge this evidence.

Analysis

The *Act* s. 47(1) states that a landlord may end a tenancy for any of the reasons listed therein. One of the reasons is that of the Tenant's breach of a material term of the tenancy agreement. That is what the Landlord indicated on page 2 of the One-Month Notice.

Following this, s. 47(4) of the *Act* states that within 10 days of receiving a notice a tenant may dispute it by filing an Application for Dispute Resolution.

I am satisfied that when the Landlord issued the One-Month Notice they had valid reasons for doing so. The evidence presented by the Landlord in this hearing bears this out. I am satisfied the Landlord issued the One-Month Notice on December 7, 2022, and the Tenant received it by registered mail. There is no evidence contrary to that of the Landlord presented

in the hearing. This finding is also supported by the fact the Tenant applied to dispute the One-Month Notice on December 19, 2022.

The Tenant's Application to cancel the One-Month Notice is dismissed. The tenancy is ending.

Under s. 55 of the *Act*, when a tenant's application to cancel a Notice to end tenancy is dismissed and I am satisfied the One-Month Notice complies with the requirements under s. 52 regarding form and content, I must grant the landlord an order of possession.

I find that the One-Month Notice complies with the requirements of form and content. The Landlord is entitled to an order of possession on the effective date

Conclusion

In the absence of the Tenant, I dismiss their Application in its entirety and without leave to reapply.

I grant an Order of Possession effective two days after service of the Order of Possession on the Tenant. Should the Tenant fail to comply with this Order, the Landlord may file this Order with the Supreme Court of British Columbia where it will be enforced as an Order of that Court.

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: April 25, 2023

Residential Tenancy Branch