



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      For the tenant: CNC  
For the landlord: MNR, OPC, FF

### Introduction

This hearing dealt with cross applications of the parties for dispute resolution under the Residential Tenancy Act (the "Act").

The tenant applied for an order cancelling the 1 Month Notice to End Tenancy for Cause (the "Notice").

The landlord applied for a monetary order for unpaid rent, for an order of possession due to cause and to recover the filing fee for the application.

Despite having her own application for dispute resolution set for this day, and having been served a notice of the landlord's application and Notice of Hearing by registered mail on June 9, 2012, as provided by the landlord, the tenant failed to appear for the telephone conference call hearing. Thus the hearing proceeded in the tenant's absence.

The landlord appeared, gave affirmed testimony and was provided the opportunity to present his evidence orally and in documentary form prior to the hearing, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence **relevant** to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession for the rental unit, a monetary order and to recover the filing fee?

### Background and Evidence

This month to month tenancy started on October 1, 2011, monthly rent is \$700.00 and the tenant paid a security deposit of \$350.00 on or about August 21, 2011.

The landlord stated that he served the tenant a 1 Month Notice to End Tenancy for Cause (the "Notice"), via posting on the door on May 25, 2012. The causes listed on the

Notice alleged that the tenant is repeatedly late in paying rent, that the tenant has allowed an unreasonable number of occupants in the rental unit, significantly interfered with or unreasonably disturbed another occupant or the landlord, seriously jeopardized the health or safety or lawful right of another occupant or the landlord, adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord, put the landlord's property at significant risk, has engaged in illegal activity that has or is likely to damage the landlord's property, has breached a material term of the tenancy agreement which was not corrected within a reasonable time after written notice to do so, and knowingly gave false information to a prospective tenant or purchaser of the rental unit.

The landlord explained that the tenant failed to pay the rent in full in May 2012, making several partial payments, has not paid the rent at all in June, and has paid the rent late during most months of the tenancy.

In addition, the landlord stated that the tenant has allowed multiple numbers of occupants into the rental unit, all unknown to the landlord and without his permission.

The landlord submitted that the tenant and her occupants are continually making noises at unreasonable hours and that he is consistently asking her to be less noisy for the sake of his family.

### Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

#### **Tenant's application-**

As the tenant failed to appear to support her application, I **dismiss** the tenant's application, **without leave to reapply**.

#### **Landlord's application-**

Although I have dismissed the tenant's application for her failure to attend the hearing, the tenant also failed to submit any evidence with her application, other than a copy of the Notice, and therefore, in her absence and lack of evidence, was unable to refute the claims of the landlord as to the causes listed on the Notice.

Based on the above, the testimony and evidence, and on a balance of probabilities, I find that the 1 month Notice to End Tenancy for repeated late payment of rent and unreasonable disturbance of the landlord is valid and enforceable.

I accept the undisputed evidence of the landlord that the tenant has made late payments of rent for at least three months since the tenancy began.

I also accept the undisputed evidence of the landlord that the tenant has continuously engaged in or allowed unreasonable noise disturbances, impacting the landlord and his family. I find the landlord has cautioned the tenant on numerous occasions, with no results.

I also accept the undisputed evidence of the landlord that the tenant failed to pay rent in June 2012 and had a rent deficiency of \$15.00 for a previous month's rent payment.

I also allow the landlord to recover the filing fee of \$50.00.

### Conclusion

I find that the landlord is entitled to an order of possession for the rental unit effective two days after service on the tenant.

The order of possession is enclosed with the landlord's Decision. This order is a legally binding, final order, and may be filed in the Supreme Court of British Columbia should the tenant fail to comply with this order of possession by vacating the rental unit.

I find that the landlord has established a monetary claim \$765.00, comprised of unpaid rent for June 2012, in the amount of \$700.00, rent deficiency of \$15.00 from a previous month's rent and the filing fee of \$50.00.

I therefore **grant** the landlord a monetary order pursuant to section 67 of the Act for **\$765.00**.

The monetary order for \$765.00 is enclosed with the landlord's Decision. This order is a **legally binding, final order**, and may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement should the tenant fail to comply with this monetary order.

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: June 21, 2012.

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Residential Tenancy Branch