



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding OM'AX REALTY LTD.- PROPERTY MANAGEMENT DIVISION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: CNC OPC

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the Residential Tenancy Act (the Act) for orders as follows:

- a) To cancel a notice to end tenancy for cause pursuant to section 47;

Service:

The tenant/applicant did not attend. The Notice to End Tenancy is dated April 28, 2014 to be effective May 31, 2014 and the landlord gave sworn evidence that it was served in person on the tenant. The landlord said the tenant /applicant served the Application for Dispute Resolution on them by registered mail. I find the documents were legally served for the purposes of this hearing.

### **Issue(s) to be Decided:**

Has the landlord proved on the balance of probabilities that there is sufficient cause to end the tenancy or has the tenant demonstrated that the notice to end tenancy for cause should be set aside and the tenancy reinstated? Is the landlord entitled to an Order of Possession if the tenant is unsuccessful in the application?

### **Background and Evidence**

The tenant/applicant did not attend. The landlord was given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy commenced on April 1, 2014, rent is \$850 a month and a security deposit of \$450 was paid in April 2014. The landlord served a Notice to End Tenancy for the following reasons:

- a) The tenant or a person permitted on the property by her has significantly interfered with or unreasonably disturbed another occupant or the landlord; and seriously jeopardized the security, safety or physical wellbeing of another occupant or the landlord.
- b) The tenant has breached a material term of the tenancy agreement and has not corrected it within a reasonable time after written notice to do so.

The landlord said the tenant and her children were living in the unit but when her partner came, trouble started and the police were involved a number of times. He said they had hoped to give the tenant a good opportunity to work through her issues and rehabilitation but her partner caused so many problems that other occupants were significantly affected and they had to end the tenancy. Included with the evidence is the Notice to End Tenancy, a warning letter and some legal papers concerning the property.

On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

**Analysis:**

The onus is on the landlord to prove on a balance of probabilities that they have good cause to evict the tenant. I find the evidence of the landlord credible that the tenant or a person permitted on the property by her has significantly interfered with or unreasonably disturbed another occupant or the landlord. The tenant did not submit any evidence to dispute the causes cited by the landlord and did not attend the hearing to support her application.

I dismiss the application of the tenant to cancel the Notice to End Tenancy. I find the tenancy terminated on May 31, 2014. As the landlord requested an Order of Possession, I issue an Order of Possession pursuant to section 55 of the Act. The landlord was cautioned to deal with the security deposit according to section 38 of the Act.

**Conclusion:**

The Application of the Tenant to set aside the Notice to End Tenancy is dismissed. The tenancy is at an end on May 31, 2014. An Order of Possession is issued to the landlord effective two days from service. No filing fee is involved.

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: July 16, 2014

---

Residential Tenancy Branch

