



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

A hearing was conducted by conference call in the absence of the applicant and in the presence of the respondent. I waited 10 minutes and recalled the hearing. The tenant still had not appeared. I then proceeded in the tenant's absence. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the one month Notice to End Tenancy was sufficiently served on the Tenant by posting on May 31, 2014. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the representative of the landlord.

The individual respondent is the manager and she served the Notice to End Tenancy identifying the corporate entity as the landlord. The Application for Dispute Resolution filed by the Tenant identified the manager only as the respondent and not the corporation. I ordered that the Application for Dispute Resolution be amended to include the corporate landlord as a respondent. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided is whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated May 31, 2014?

Background and Evidence

The tenancy began on February 1, 2012. The tenancy agreement provided that the tenant(s) would pay rent of \$825 per month payable on the first day of each month. The landlord testified tenant(s) paid a security deposit of \$412.50 and a key deposit of \$40 at the start of the tenancy.

The landlord testified she has received numerous complaints from other residents about the tenants' dogs and that they are afraid for their safety. The landlord included a number of notes from other residents stating their fears.

Analysis

Grounds for Termination

The Notice to End Tenancy relies on section 47(1)(a), (d) and (e) (iii) of the Residential Tenancy Act. Those sections provide as follows:

Landlord's notice: cause

47 (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

(a) the tenant does not pay the security deposit or pet damage deposit within 30 days of the date it is required to be paid under the tenancy agreement;

...

(d) the tenant or a person permitted on the residential property by the tenant has
(i) significantly interfered with or unreasonably disturbed another
occupant or the landlord of the residential property,

...

(e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that

...

(iii) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;

Determination and Orders

The tenant failed to attend the hearing. After carefully considering all of the evidence presented at the hearing I determined that the landlord has established sufficient cause to end the tenancy. As a result I dismissed the tenant's application to cancel the one month Notice to End Tenancy without leave to re-apply. The rent has been paid until the end of August. I ordered that the tenancy shall come to an end on August 31, 2014

Order for Possession

The Residential Tenancy Act provides that where a landlord has made an oral request for an Order for Possession at a hearing where a dispute resolution officer has dismissed a tenant's application to set aside a Notice to End Tenancy, the dispute resolution officer must grant an Order for Possession. The landlord made this request at the hearing. **As a result I granted the landlord an Order for Possession effective August 31, 2014.**

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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: August 06, 2014

Residential Tenancy Branch

