



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OLC, O, FF

### Introduction

This was an application brought by the tenants to cancel a one month Notice to End Tenancy for cause. The hearing was conducted by conference call. The landlords called in and participated in the hearing. The tenants did not call in and did not participate in the hearing, although this was the hearing of their application. At the outset of the hearing there was the sound of yelling and a loud disturbance in the background. The landlords told me that the tenant, M.H had come into the landlord's house from the rental unit in the lower portion of the house and was yelling at them during the telephone call.

The landlords called into the conference call hearing using their cell phone, because they were unable to call into the conference using their home phone. The landlords said that the tenant was attempting to use their home phone and was preventing them from calling into the hearing. The landlords pointed out that in the application for dispute resolution the tenant used the landlords' telephone number for their fax line and included it as the tenant's telephone number in the application for dispute resolution. The landlord testified that they have one telephone line that has two assigned phone numbers, one of which is used for incoming fax transmission and it was the fax number that the tenant gave as his telephone number in the application for dispute resolution.

I proceed with the hearing and received the landlords' evidence with respect to the grounds for the Notice to End Tenancy in the absence of the tenants. It was up to the tenants to ensure that they had their own telephone line to call into the hearing and they cannot thwart the hearing process by relying on the landlord to provide phone service or by misstating their phone number in the application for dispute resolution.

One further matter requires an introductory remark. The tenant, M.H. was named as the sole tenant in the application for dispute resolution, but there are co-tenants and the cotenant, K.R. was named on the Notice to End Tenancy. In the application for dispute resolution the applicant, M.H. said that: "K.R. (name of tenant) is the second party,

being my roommate.” I have therefore amended the style of cause and added K.R. as a party to this proceeding.

### Issue(s) to be Decided

Should the Notice to End Tenancy dated August 23, 2014 be cancelled?  
Are the tenants entitled to any other remedy?

### Background and Evidence

The rental unit is a suite in the landlord's house in Nanaimo. The tenancy began in December, 2011. The landlords testified that the female landlord is disabled and the arrangement with the tenants is that the monthly rent is \$725.00 per month in cash and a further \$75.00 in labour performed by doing chores around the rental property, including lawn cutting, some gardening and other cleanup activities. The arrangement is in place because the landlord cannot perform all the required activities herself, due to her disability.

The landlords testified that they served the tenants with the one month Notice to End Tenancy by posting it to the door of the rental unit on August 23<sup>rd</sup>, 2014. The Notice to End Tenancy was dated August 23, 2014 and it required the tenants to move out of the rental unit by September 30, 2014. It was posted again on August 30<sup>th</sup>. The grounds for the Notice to End Tenancy included the ground that the tenants have significantly interfered with or unreasonably disturbed another occupant or the landlord. The notice was given because the tenant K.R. has a severe drinking problem. She has disturbed and disrupted the landlords with repeated bouts of drunken behaviour throughout the tenancy. There have been numerous police and ambulance visits to the rental property. There are frequent episodes of loud fighting between the tenants and on August 23<sup>rd</sup> the tenant K.R. who was drunk at the time came into the landlords' living quarters and refused to leave. She harassed the female landlord and refused to leave. The landlord was trapped in a bathroom and afraid to come out. The police were called and the tenant was placed in custody overnight.

The landlords testified that they cannot tolerate the tenants' behaviour and requested that the Notice to End Tenancy be upheld and an order for possession be granted.

### Analysis

I accept the landlord's evidence with respect to the tenants' conduct, particularly with respect to the female tenant's drunkenness and her invasion of the landlord's private

space and her threatening behaviour. I find that the landlords had ample cause to serve the one month Notice to End Tenancy and that it should not be set aside or cancelled. The tenants' application to cancel the Notice to End tenancy is dismissed. The tenant made reference to a monetary claim in his material but there was no mention of any monetary claim in the actual application and in the absence of any testimony from the tenants, I dismiss the tenants' application for other relief, including an order that the landlord comply with the Act, Regulation or tenancy agreement.

Section 55 of the *Residential Tenancy Act* provides as follows:

- 55** (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing,
- (a) the landlord makes an oral request for an order of possession, and
  - (b) the director dismisses the tenant's application or upholds the landlord's notice.

### Conclusion

I have dismissed the tenants' application to dispute the landlords' Notice to End Tenancy. The landlords made an oral request for an order of possession at the hearing. The effective date of the Notice to End Tenancy was September 30, 2014. Pursuant to section 55 I grant the landlord an order for possession effective two days after service upon the tenants. This order may be registered in the Supreme Court and 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: October 31, 2014

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Residential Tenancy Branch

