



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* ("the *Act*") for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause ("the 1 Month Notice") pursuant to section 47.

While the Respondent (landlord) attended the hearing by way of conference call, the Applicants (tenants) did not, although I waited until 11: 16 a.m. in order to enable the Applicants to connect with this teleconference hearing scheduled for 11:00 a.m. Rule 10.1 of the Rules of Procedure provides as follows:

The dispute resolution proceeding must commence at the scheduled time unless otherwise decided by the Arbitrator. The Arbitrator may conduct the dispute resolution proceeding in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

In the absence of the Applicants' participation in this hearing, I order the application dismissed without liberty to reapply.

The landlord attended the hearing and was given a full opportunity to make submissions. The landlord made an oral application for an Order of Possession.

The landlord testified that the 1 Month Notice was served personally to both tenants at the rental unit door on February 20, 2015. He testified that he attended to the tenants' door with another person as witness, and both tenants came to the door. He testified that they received the 1 Month Notice. Based on the sworn, undisputed evidence of the landlord, I find the 1 Month Notice served to both tenants in accordance with section 88 of the *Act*.

Issue to be Decided

Given the tenants' non-attendance, I dismiss the tenants' application to cancel the notice to end tenancy. The landlord made an oral application for an Order of Possession. Is the landlord entitled to an Order of Possession?

Background and Evidence

The landlord testified that the two tenants have resided in the basement of his family home for three months. He testified that their rental amount, unpaid but for one month, is \$525.00 payable on the first of each month. The landlord testified that he continues to hold a security deposit in the amount of \$275.00 paid by the tenants at the start of this tenancy.

The landlord testified that he issued 1 Month Notice to End Tenancy for Cause because the tenants were disturbing his family residing in the upstairs of the home. He testified that, on more than one occasion, the male tenant would call the landlords late at night or early in the morning asking to be let in to the residence. The landlord testified that the police have been called to the residence on more than one occasion and that the tenants are often very noisy, banging and crashing around. He testified that the two tenants argue regularly at loud volumes.

The landlord testified that he believes the female tenant has vacated the rental unit but, as of the date of this hearing, the male tenant is still residing on the residential premises, in the rented suite.

Analysis

Section 55(1) of the *Act* reads 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.

In accordance with section 55(1) of the *Act*, I grant an Order of Possession to the landlord. The landlord has proven service and justified the notice to end tenancy issued. He has made an oral request for an Order of Possession. The tenants' application is dismissed in the circumstances. Therefore, the 1 Month Notice to End Tenancy is upheld and the landlord is entitled to an Order of Possession with respect to this rental unit.

Conclusion

I grant the landlord an Order of Possession to be effective two days after notice is served to the tenant(s). If the tenant(s) does not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

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 02, 2015

Residential Tenancy Branch

