



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF, OPC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause, dated April 1, 2015 ("1 Month Notice"), pursuant to section 47;
- authorization to recover the filing fee for this application from the landlords, pursuant to section 72.

The respondent landlords, landlord EC ("landlord") and "landlord CC" appeared at the date and time set for the hearing of this matter. The applicant tenant did not appear at this hearing, although I waited until 9:43 a.m. to enable the tenant to connect with this teleconference hearing scheduled for 9:30 a.m.

The landlord testified that she personally served the tenant with the landlords' 1 Month Notice on April 1, 2015. Landlord CC confirmed that he witnessed this service. The notice indicates an effective vacancy date of May 1, 2015. The tenant filed this application on April 9, 2015 to cancel the 1 Month Notice. In accordance with section 88 of the *Act*, I find that the tenant was served with the landlords' 1 Month Notice on April 1, 2015.

The landlord testified that she personally received the tenant's application for dispute resolution hearing package ("Application"). In accordance with section 89 of the *Act*, I find that the landlords were duly served with the tenant's Application.

At the hearing, the landlord verbally requested an Order of Possession if the tenant's application for cancellation of the 1 Month Notice was dismissed.

Issues to be Decided

Should the landlords' 1 Month Notice be cancelled? If not, are the landlords entitled to an Order of Possession?

Background

The landlord testified that this month to month tenancy began on November 30, 2014. Monthly rent in the amount of \$580.00 is payable on the first day of each month. A security deposit of \$290.00 was paid by the tenant and the landlords continue to retain this deposit. The landlord testified that the tenant continues to reside in the rental unit, as she went by the rental unit the day before this hearing. The landlord stated that a written tenancy agreement exists for this tenancy, but a copy was not provided by either party for this hearing. The landlord stated that the tenant has paid rent in full for April and May 2015.

The landlords' 1 Month Notice was issued for the following two reasons:

Tenant or a person permitted on the property by the tenant has:

- *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.*

The landlord indicated that the tenant has numerous visitors at her rental unit. She stated that these visitors buzz other tenants to allow them access to the building, late at night and early in the morning. She said that these visitors disturb the sleep of these other tenants and they are aggressive with them. Landlord CC confirmed that he has removed some of these visitors from the building and that these visitors confirmed that they were visiting the tenant at the rental unit. The landlord indicated that they have found needles beside the tenant's rental unit door and that they think the tenant is selling drugs from her rental unit. Landlord CC indicated that the landlords and other tenants do not feel safe in the building, due to the tenant's behaviour.

Landlord CC stated that he inspected the tenant's rental unit on March 3, 2015, after numerous complaints about the tenant's behaviour from other tenants in the rental building. The landlord stated that the tenant was advised during this inspection, about the visitors in her rental unit and the disturbance they were causing to other tenants. The landlord indicated that she provided a written notice to the tenant on March 9, 2015, a copy of which she provided for this hearing. The notice indicates that there have been numerous complaints from other tenants regarding the tenant's constant visitors during the day and night, which is affecting the quiet enjoyment, security and safety of other occupants. The notice asks the tenant to resolve the matter as soon as possible to

avoid an eviction notice. The landlord stated that she has had further verbal conversations with the tenant after serving the 1 Month Notice but that the tenant has refused to correct the situation.

Analysis

Rule 10.1 of the Rules of Procedure provides as follows:

10.1 Commencement of the hearing: The hearing must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

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.

Based on the landlords' undisputed testimony at this hearing, I am satisfied that the landlords issued the 1 Month Notice for valid reasons. I find that the tenant significantly interfered with or unreasonably disturbed other occupants and the landlords. I find that the landlords' 1 Month Notice is valid.

Therefore, in the absence of any submissions from the tenant, I order the tenant's entire application dismissed without leave to reapply.

Based on my decision to dismiss the tenant's Application, I find that this tenancy ended on the corrected effective date of the 1 Month Notice, May 31, 2015. Section 53(3) of the *Act* states that the effective date is the day before rent is due. Rent is due on the first of each month in this tenancy. As the notice was served on April 1, 2015 and the tenant would not have had a full clear months' notice by April 30, 2015, the corrected effective date would become May 31, 2015. Accordingly, I find that the landlords are entitled to an Order of Possession, effective at 1:00 p.m. on May 31, 2015.

Conclusion

The tenant's entire application is dismissed without leave to reapply.

I grant an Order of Possession to the landlords effective at 1:00 p.m. on May 31, 2015. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of 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: May 21, 2015

Residential Tenancy Branch

