



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

The applicant failed to contact the telephone bridge number at the scheduled start of the hearing. The respondent was present and ready to proceed. The telephone line conference line remained open and the phone system was monitored for ten minutes. The applicant failed to appear. I then proceeded with the hearing.

Preliminary Matter:

The Notice to End Tenancy identified the grounds to end tenancy as “sanitary issues.” This is not a ground set out in the Residential Tenancy Act. However, it is covered in other sections including section 47(1)(d). The tenant applied to have the Notice set aside and provided written materials indicating he was fully aware of the basis of the Notice and that he disputed those facts. I ordered that the one month Notice to End Tenancy be amended to include the grounds set out in section 47(1)(a) which 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:

...

(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,

(ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or

(iii) put the landlord's property at significant risk;

I determined the tenant would not be prejudiced by such an amendment because the materials he presented show he was fully aware of the basis for the Notice. On the basis of the solemnly affirmed evidence presented at the hearing a decision has been reached.

Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated July 9, 2015?

Background and Evidence

The tenancy began on October 1, 2012. The rent is \$425 per month payable in advance on the first day of each month. The tenant attempted to pay the rent for September but it was returned by the landlord.

Determination and Orders:

The tenant failed to appear at the hearing. The landlord was present and ready to proceed. As a result I dismissed the tenant's application to cancel the Notice to End Tenancy dated July 9, 2015 without leave to re-apply. I order that the tenancy shall end on the date set out in the Notice.

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 on 2 days notice.**

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: September 18, 2015

Residential Tenancy Branch

