



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the one month Notice to End Tenancy dated September 25, 2015
- b. An order to recover the cost of the filing fee.

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. Neither party appeared. I then proceeded with the hearing. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on February 1, 2013. The present rent is \$1059 per month payable in advance on the last day of each month. The tenant(s) paid a security deposit of \$507 at the start of the tenancy. The tenant has paid \$500 of the rent for December. The payment was accepted by the landlord for "use and occupation only."

Grounds for Termination:

The Notice to End Tenancy relies on section 47(1)(d)(i) and (e)(ii) 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:

...

(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

...

(ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or

Analysis:

The tenant failed to appear at the hearing. The landlord was present and ready to proceed. I determined the landlord has sufficient cause to end the tenancy based on the evidence presented at the hearing. The landlord produced a number of letters from other occupants in the rental unit setting out how the tenant has unreasonably disturbed and significantly interfered with their enjoyment of their rental unit.

Determination and Orders:

As a result I dismissed the tenant's application to cancel the Notice to End Tenancy. I order that the tenancy shall end on the date set out in the Notice. I further order that the application of the tenant for the cost of the filing fee be dismissed.

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 an arbitrator has dismissed a tenant's application to set aside a Notice to End Tenancy, the arbitrator 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. I set the effective date of the Order for Possession for December 15, 2015.

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.

Conclusion

The tenant failed to appear and as a result his application was dismissed. At the request of the landlord I granted an Order for Possession effective December 15, 2015.

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: December 07, 2015

Residential Tenancy Branch

