



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ALTIRA PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenant's 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.

The tenant's advocate attended the hearing via conference call and provided affirmed testimony that it was the tenant's intention to attend, but that she does not have any instructions to act on his behalf. The landlord's agent (the landlord) attended the hearing via conference call and provided affirmed testimony.

At 10 minutes past the start of the scheduled hearing time, the tenant has still not attended. The landlord confirmed service of the tenant's notice of hearing package and that no documentary evidence was received from the tenant nor submitted by the landlord. The landlord provided undisputed affirmed testimony that the tenant still resides at the rental premises and seeks an end to the tenancy.

### Issue(s) to be Decided

Is the tenant entitled to an order cancelling the 1 Month Notice?  
Is the landlord entitled to an order of possession for cause?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

On January 9, 2017, the landlord served the tenant with the 1 Month Notice dated January 9, 2017. The 1 Month Notice sets out an effective end of tenancy date of February 28, 2017 and that it was being given as:

- the tenant or 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;
  - put the landlord's property at significant risk; or
- the tenant has engaged in illegal activity that has, or is likely to:
  - damage the landlord's property;
  - adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.
  - Jeopardize a lawful right or interest of another occupant or the landlord.
- the tenant has caused extraordinary damage to the unit.
- the tenant has not done required repairs of damage to the unit/site.
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

### Analysis

In an application to cancel a 1 Month Notice, the landlord has the onus of proving on a balance of probabilities that at least one of the reasons set out in the notice is met.

In this case the tenant failed to attend the hearing, present and put forth his application to cancel the 1 Month Notice. As such, the tenant's application is dismissed without leave to reapply as the landlord has attended in acknowledgement of the application and is ready to proceed.

Section 55 (1) of the Act states that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end tenancy, the director must grant an order of possession to the landlord at the time scheduled for the hearing if the director dismisses the tenant's application for dispute or upholds the landlord's notice. As such, the landlord is granted an order of possession for cause to be effective 2 days after it is served upon the tenant.

Conclusion

The tenant's application is dismissed without leave to reapply.  
The landlord is granted an order of possession.

The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia 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: March 02, 2017

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Residential Tenancy Branch