



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPC, CNC, OLC, O, and FF

Introduction

This hearing dealt with cross applications between the parties.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Cause and to recover the fee for filing an Application for Dispute Resolution.

The Agent for the Landlord stated that on March 06, 2016 the Application for Dispute Resolution, the Notice of Hearing, and ten pages of evidence submitted with the Application were sent to the Tenant, via registered mail. The Agent for the Landlord cited a tracking number that corroborates this statement. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Act*; however the Tenant did not appear at the hearing.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause, for an Order requiring the landlord to comply with the *Residential Tenancy Act (Act)* or the tenancy agreement, and for “other”. The Agent for the Landlord stated that she was aware the Tenant had filed an Application for Dispute Resolution.

On March 13, 2017 the Landlord submitted 1 page of evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this document was mailed to the Tenant on March 16, 2017. In the absence of evidence to the contrary I find that this document has been served to the Tenant and it was accepted as evidence for these proceedings.

Issue(s) to be Decided

Should the Notice to End Tenancy for Cause be set aside or should the Landlord be granted an Order of Possession?

Background and Evidence

The Agent for the Landlord stated that a One Month Notice to End Tenancy for Cause was posted on the front door of the rental unit on February 22, 2017. This Notice to End Tenancy, which was submitted in evidence, declared that the Tenancy was ending on March 31, 2017.

The One Month Notice to End Tenancy for Cause declared that the Landlord was ending the tenancy because the tenant or a person permitted on the property has significantly interfered with or unreasonably disturbed another occupant or the landlord and the tenant or a person permitted on the property had engaged in illegal activity that adversely affected the quiet enjoyment, security, safety, or physical well-being of another occupant.

The Agent for the Landlord stated that she believes the Landlord has the grounds to end the tenancy for the reasons stated in the One Month Notice to End Tenancy for Cause.

This hearing was scheduled to begin at 10:30 a.m. I dialed into the teleconference at 10:31 a.m. and determined the Landlord was represented at the hearing. By the time the teleconference ended at 10:43 a.m., the Tenant had not appeared.

The Landlord had a witness available however her evidence was not necessary, given that the Tenant did not attend the hearing to dispute the Notice to End Tenancy.

Analysis

On the basis of the undisputed evidence I find that the Tenant a One Month Notice to End Tenancy for Cause was posted on the door of the rental unit on February 22, 2017. I have viewed this Notice to End Tenancy and found that it complies with section 52 of the *Act*.

I find that the Tenant failed to diligently pursue his application to cancel the One Month to End Tenancy for Cause that is the subject of this dispute and I therefore dismiss his Application for Dispute Resolution, without leave to reapply.

Section 55(1)(a) of the *Act* stipulates that if a tenant makes an application to dispute a landlord's notice to end a tenancy, the director must grant an order of possession of the rental unit if the notice to end tenancy complies with section 52 of the *Act* and the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

As I have dismissed the Tenant's Application for Dispute Resolution and I have concluded that the Notice to End Tenancy complies with section 52 of the *Act*, I must grant the Landlord an Order of Possession, pursuant to section 55(1)(a) of the *Act*.

As the Landlord's Application for Dispute Resolution has merit, I find that the Landlord is entitled to recover the fee for filing this Application.

Conclusion

I grant the Landlord an Order of Possession that is effective two days after it is served upon the Tenant. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

I also grant the Landlord a monetary Order in the amount of \$100.00, as compensation for fee paid to file this Application. In the event the Tenant does not voluntarily comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court, 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 30, 2017

Residential Tenancy Branch