



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NORTHSTAR INTERNATIONAL MOTEL LTD
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* ("Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated March 31, 2017 ("1 Month Notice"), pursuant to section 47.

The tenant did not attend this hearing, which lasted approximately 15 minutes. The landlord's agent, GM ("landlord") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that he was the senior property manager for the landlord company named in this application and he had authority to represent it as an agent at this hearing.

The landlord testified that he received the tenant's application for dispute resolution hearing package on May 12, 2017, just four days before this hearing. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application. The landlord confirmed that although he did not have enough time to submit written evidence for this hearing, he wanted to proceed with the hearing and provide verbal testimony.

The landlord confirmed that he personally served the tenant with the 1 Month Notice on March 31, 2017. He said that the general manager of the rental property witnessed the service. In accordance with section 88 of the *Act*, I find that the tenant was personally served with the landlord's 1 Month Notice on March 31, 2017.

Preliminary Issue – Dismissal of Tenant's Application

Rule 7.3 of the Residential Tenancy Branch *Rules of Procedure* provides as follows:

7.3 Consequences of not attending the hearing: If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

In the absence of any appearance by the tenant, I order the tenant's application dismissed without leave to reapply.

Pursuant to section 55 of the *Act*, if I dismiss the tenant's application to cancel a 1 Month Notice, the landlord is entitled to an order of possession, provided that the notice meets the requirements of section 52 of the *Act*.

Issue to be Decided

Is the landlord entitled to an order of possession for cause?

Background and Evidence

The landlord testified regarding the following facts. This month-to-month tenancy began on September 3, 2016. Monthly rent in the amount of \$750.00 is payable on the first day of each month. A security deposit of \$375.00 was paid by the tenant and the landlord continues to retain this deposit. The tenant continues to reside in the rental unit. The rental unit is single room occupancy in a residential building.

The landlord's 1 Month Notice indicates an effective move-out date of April 30, 2017. The landlord issued the notice for the following reasons:

- *Tenant has allowed an unreasonable number of occupants in the unit/site;*
- *Tenant or a person permitted on the property by the tenant has:*
 - *seriously jeopardized the health or safety or lawful right of another occupant or the landlord;*
- *Tenant has caused extraordinary damage to the unit/site or property/park.*

The landlord seeks an order of possession based on the 1 Month Notice. The landlord said that the 1 Month Notice was issued for a number of reasons. He claimed that the

tenant has allowed a number of guests into the rental building, escorting them in and out of the building, so he is aware of who the guests are. He stated that these guests have repeatedly kicked down the tenant's rental unit door on October 6, 2016, November 14, 2016 and February 28, 2017. He explained that the tenant agreed to pay for the repairs repeatedly but the same actions continue.

The landlord maintained that on November 14 2016, one of the tenant's guests threw a fire extinguisher out of one of the rental building windows. He said that despite talking to the tenant's mental health worker and her assuring these events would not happen again, it has continued to occur. He stated that on February 28, 2017, three men came and kicked down the tenant's door, assaulted the tenant's boyfriend who lives with her, and the police were called. He said that the heavy guest traffic into and out of the tenant's rental unit appears to be related to drugs and endangers the safety of other tenants in the rental building.

Analysis

I am satisfied that the landlord issued the 1 Month Notice for a valid reason. I find that the tenant seriously jeopardized the health, safety and lawful rights of other occupants in the rental building and the landlord. I accept the landlord's undisputed evidence that the tenant has allowed numerous guests into her rental unit and continues to do so, who cause physical damage to the landlord's property, assault people, and cause the police to attend at the rental unit. I accept the landlord's undisputed evidence that although these occurrences happened between October 2016 and February 2017, they continue to occur even after service of the 1 Month Notice on the tenant.

As I have found one of the reasons on the 1 Month Notice to be valid, I do not need to examine the other reasons.

The tenant filed an application on April 10, 2017, pursuant to section 47(4) of the *Act* within ten days of receiving the 1 Month Notice. However, the tenant failed to show up for this hearing in order to present her submissions. In accordance with section 47(5), the failure of the tenant to show up for the hearing, led to the end of this tenancy on April 30, 2017, the effective date on the 1 Month Notice. In this case, this required the tenant and anyone on the premises to vacate the premises by April 30, 2017. As this has not occurred, I find that the landlord is entitled to a two (2) day Order of Possession, pursuant to section 55 of the *Act*.

The landlord confirmed that the tenant has not paid rent for May 2017 to the landlord. I find that the landlord's 1 Month Notice complies with section 52 of the *Act*.

Conclusion

I grant an Order of Possession to the landlord effective **two (2) days after service on the tenant**. 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.

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

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 16, 2017

Residential Tenancy Branch