



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

Introduction

On April 25, 2018, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") requesting to cancel a One Month Notice to End Tenancy for Cause, dated April 22, 2018, (the "Notice") and to recover the cost of the Filing Fee. The matter was set for a participatory hearing via conference call.

The Landlords attended the conference call hearing; however, the Tenant did not attend at any time during the 27-minute hearing. This hearing was scheduled as a result of the Tenant applying for Dispute Resolution; therefore, there is no concern regarding the service of the Notice of Hearing.

The Landlords were provided the opportunity to present their affirmed evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

Should the Notice be canceled?

Should the Tenant be reimbursed for the Filing Fee?

Background and Evidence

The Landlords provided the following undisputed testimony.

The month-to-month tenancy began on March 6, 2018 with the rent being \$800.00, due on the first of each month. The Landlord holds a security deposit of \$400.00.

The Landlords served the Tenant the signed Notice on April 22, 2018 by taping it to the Tenant's door. The effective vacate date on the Notice was May 31, 2018. The Landlords stated that the reason for the Notice was that the Tenant has significantly interfered with or unreasonably disturbed the Landlords and seriously jeopardized the safety and lawful rights of the Landlords.

The Landlords provided testimony in relation to the cause that included excessive, ongoing noise, yelling and threats. The Landlords stated they had provided a warning letter to the Tenant; however, the disturbances continued.

Analysis

Section 55 of the Act states if a Tenant makes an Application for Dispute Resolution to dispute a Landlords' Notice to End a Tenancy, an Order of Possession for the rental unit must be granted to the Landlords if the Landlords' Notice complies with the Act and during the dispute resolution proceeding, the Arbitrator dismisses the Tenant's Application or upholds the Landlords' Notice.

I accept the Landlords' undisputed testimony and find that that Notice complies with Section 52 of the Act.

As a result of the above finding and the Tenant failing to attend the hearing, I dismiss the Tenant's Application and consider the Notice valid.

As the Notice is valid, I grant the Landlords an Order of Possession for the effective vacancy date, as stated on the Notice, for May 31, 2018.

The Tenant's Application was unsuccessful; therefore, the Tenant shall not be reimbursed for the Filing Fee.

Conclusion

The Tenant's Application to cancel the Notice is unsuccessful and the Notice is valid. I am granting the Landlord an Order of Possession to be effective at 1:00 p.m. on May 31, 2018. Should the Tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 24, 2018

Residential Tenancy Branch