



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC

Introduction:

Only the respondent landlord attended and gave sworn testimony. The tenant did not attend this hearing, although I left the teleconference hearing connection open until 10:45 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 10:30 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony/affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference. The tenant had requested pursuant to *the Residential Tenancy Act* (the Act) that a Notice to End Tenancy issued pursuant to section 47 and dated March 3, 2018 to be effective April 30, 2018 be set aside and cancelled.

Issues:

Is the tenant entitled to any relief?

Background and Evidence:

The landlord said the tenant appeared to be leaving in response to the Notice but there was still garbage and other items to be removed. He served the Notice to End Tenancy dated March 3, 2018 by mail. He said the tenant had not served him with the Application for Dispute Resolution dated March 14, 2018 but he received notification of the hearing from the Residential Tenancy Branch. He requests an Order of Possession if the tenant is unsuccessful in this hearing.

The landlord said the tenancy commenced November 1, 2017, rent is \$2100 including utilities and a security deposit of \$1050 was paid. He said a pet damage deposit of approximately \$350 was paid later as the tenants got a pet pig in contravention to their tenancy agreement. He said the Notice to End Tenancy was served because the tenants' behaviour was significantly interfering with and unreasonably disturbing other

tenants. The tenant only said in their application that they did not agree with the One Month Notice but they provided no details or evidence.

Analysis:

Section 47 of the Act provides a tenancy may be ended for cause. One cause listed is that the tenant or a person permitted on the property by them is significantly interfering with or unreasonably disturbing another occupant of the landlord.

I find the landlord legally served the Notice to End Tenancy pursuant to section 47. Although the tenant disputed it, I find they provided no documentary evidence and did not attend to support their application. I find also they did not legally serve the landlord with their Application for Dispute Resolution as required by section 89 of the Act. I dismiss their application.

In these circumstances, section 55 of the Act provides the landlord is entitled to an Order of Possession. I reminded the landlord to read section 38 of the Act respecting handling of deposits.

Conclusion:

I dismiss the Application of the tenant. Their filing fee was waived. I find the landlord entitled to an Order of Possession effective two days from service.

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 09, 2018

Residential Tenancy Branch