



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CENTURY 21 ARBUTUS REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenants' application pursuant to section 47 of the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice).

The tenants did not attend this hearing, although I left the teleconference hearing connection open until 9:47 a.m. in order to enable the tenants to call into this teleconference hearing scheduled for 9:30 a.m. The landlord's representative attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord gave undisputed sworn testimony that they posted the 1 Month Notice on the door of the rental unit on March 28, 2018. In accordance with sections 88 and 90 of the *Act*, I find that Tenant JDB (the tenant), the person identified as the tenant on the tenancy agreement and on the 1 Month Notice, was deemed served with this Notice on the third day following its posting. As the landlord confirmed that they had been served with the application to cancel the 1 Month Notice, sent by registered mail on May 10, 2018, I find that the landlord was duly served with the dispute resolution hearing package in accordance with section 89 of the *Act*.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Background and Evidence

Tenant JDB and the landlord's representative signed a one year fixed term tenancy agreement on April 8, 2016, for a tenancy that was to run from May 1, 2016 until April 30, 2017. After the expiration of the initial term this tenancy continued as a month-to-month tenancy. Monthly rent was set at \$1,050.00, payable in advance on the first of each month. The landlord continues to hold the \$525.00 security deposit paid on April 17, 2016. The landlord testified that the current monthly rent is \$1,088.00.

The landlord entered into written evidence a copy of the March 28, 2018 One Month Notice to End Tenancy for Cause. In that Notice, requiring the tenant and all occupants to end this tenancy by April 30, 2018, the landlord cited the following reasons for the issuance of the Notice:

Tenant or a person permitted on the property by the tenant has:

- *significantly interfered with or unreasonably disturbed another occupant or the landlord;...*

Tenant has not done required repairs of damage to the unit/site.

The landlord gave sworn testimony at the hearing in support of written evidence provided by the landlord that a number of tenants in this rental complex had complained about the behaviours and actions of the tenants, which these other tenants found disturbing. the landlord also submitted letters to the tenant requesting their repair of damage to the rental unit.

The landlord also entered into written evidence a copy of a May 7, 2018 letter from Tenant JDB, in which this tenant advised the landlord of their intention to vacate the rental unit by May 31, 2018. The landlord said that the tenants appear to be in the process of vacating the rental unit, but it has been a slow process. The landlord said that there are still tenants or occupants in the rental unit although power was disconnected on June 2. The landlord stated that no rent has been paid for June 2018. The landlord requested an Order of Possession to be used in the event that the rental unit is not vacated promptly.

Analysis

Section 47(1) of the *Act* reads in part as follows:

47 (1) *A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:...*

(d) the tenant or a person permitted on the residential property by the tenant has

(i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,...

(g) the tenant does not repair damage to the rental unit or other residential property, as required under section 32 (3) [obligations to repair and maintain], within a reasonable time...

On the basis of the landlord's undisputed sworn testimony and written evidence and in the absence of any appearance at this hearing by the tenants, I dismiss the tenants' application to cancel the 1 Month Notice.

Section 55(1) of the Act reads as follows:

55 (1) *If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if*

(a) the landlord's notice to end tenancy complies with section 52 [form and content of notice to end tenancy], and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

Based on undisputed testimony of the landlord, I find that Tenant JDB was served with the Notice to End Tenancy, and I find that the 1 Month Notice does comply with the form and content provisions of section 52 of the Act. This section states that the Notice must: be in writing and must: (a) be signed and dated by the landlord or tenant giving the notice, (b) give the address of the rental unit, (c) state the effective date of the notice, (d) except for a notice under section 45 (1) or (2) *[tenant's notice]*, state the grounds for ending the tenancy, and (e) when given by a landlord, be in the approved form. As I find that the landlord has complied with the requirements of section 52 of the Act, I issue the attached 2 day Order of Possession in favour of the landlord.

Conclusion

I dismiss the application to cancel the 1 Month Notice. I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant(s). Should the tenant(s) 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: June 11, 2018

Residential Tenancy Branch