



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") pursuant to section 47; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The tenant confirmed they were served with the 1 Month Notice dated June 25, 2018 on that date. Based on the undisputed testimony I find that the tenant was served with the 1 Month Notice on June 25, 2018 in accordance with section 88 of the *Act*. The tenant filed their application for dispute resolution on July 18, 2018. The landlord confirmed receipt of the tenant's application for dispute resolution on or about that date. Based on the undisputed evidence I find that the application for dispute resolution was served on the landlord on or about July 18, 2018 in accordance with section 89 of the *Act*.

### Issue(s) to be Decided

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

Is the tenant entitled to recover the filing fee for this application from the landlord?

### Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here. The principal aspects of the tenant's claims and my findings around each are set out below.

The parties agree on the following facts. The rental unit is a room in a detached home where the tenant shares common area facilities with other residents. The monthly rent is \$590.00. The landlord does not reside in the rental building.

The landlord issued a 1 Month Notice on June 25, 2018. The 1 Month Notice provides that the reason for this tenancy to end is that:

The tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

The landlord testified that the interference consists of unwanted conversations initiated by the tenant with the other residents and the landlord. These conversations are either in person or by text message. The landlord submitted into evidence screenshots of the volumes of messages received from the tenant as well as a warning letter advising the tenant to stop unwanted communication. The subject matter of the communications sent to the landlord consist of a variety of issues, including those unrelated to the tenancy.

### Analysis

Section 47 of the *Act* provides that upon receipt of a valid notice to end tenancy for cause, the tenant may, within ten days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch.

The parties gave evidence that the tenant received the 1 Month Notice on June 25, 2018. The tenant filed their application for dispute resolution on July 18, 2018. I find that the tenant did not file their application to dispute the 1 Month Notice within the timelines provided by the *Act*. Consequently, I dismiss the tenant's application.

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 an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing,*

*(a) the landlord makes an oral request for an order of possession, and*

*(b) the director dismisses the tenant's application or upholds the landlord's notice.*

The landlord's 1 Month Notice meets the form and content requirements of section 52 of the Act as it is in the approved form and clearly identifies the parties, the address of the rental unit and the effective date of the notice. The notice clearly provides the reasons for ending the tenancy.

I accept the landlord's evidence consisting of testimony and documentary submissions that the tenant has attempted to engage in and initiated unwanted conversations in a manner and frequency which has unreasonably disturbed other occupants and the landlord. I therefore find that there was evidentiary basis for the 1 Month Notice to be issued.

As I have dismissed the tenant's application to dispute the 1 Month Notice, I find that the landlord is entitled to an Order of Possession pursuant to section 55 of the Act. As the effective date of the 1 Month Notice has passed, I issue a 2 day Order of Possession

### Conclusion

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

I grant an Order of Possession to the landlord effective **2 days after service on the tenant(s)**. Should the tenants or any occupant 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.

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: September 11, 2018

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Residential Tenancy Branch