



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BROWN BROS AGENCIES  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      CNC MT OLC OT

### Introduction

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

- cancellation of a One Month Notice to End Tenancy for Cause (One Month Notice), pursuant to section 47 of the *Act*;
- more time to make an application to cancel a notice to end tenancy, pursuant to section 66 of the *Act*; and
- an Order for the landlord to comply with the *Act*, regulation, and/or tenancy agreement pursuant to section 62 of the *Act*.

The landlord's agents K.M. and R.B. (herein referred to as "the landlord") attended at the date and time set for the hearing of this matter, on behalf of the corporate landlord, who was the respondent in this matter. The tenant, who was the applicant in this matter, did not attend this hearing, although I left the teleconference hearing connection open until 11:13 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 11:00 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Dispute Resolution Proceeding. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

Rule 7.3 of the 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 reapply.

Therefore, in the absence of the tenant's attendance at this hearing, I order the tenant's application in its entirety dismissed without liberty to reapply.

#### Preliminary Issue – Amendment of Tenants' Application

The landlord noted that the name of the corporate landlord was incorrectly provided on the tenant's Application for Dispute Resolution. Pursuant to my authority under section 64(3)(c) of the *Act*, I amended the tenant's Application to provide the correct legal name of the corporate landlord.

#### Preliminary Issue - Procedural Matters

Section 55 of the *Act* requires that when a tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a landlord I must consider if the landlord is entitled to an order of possession if the tenant's Application is dismissed and the landlord has issued a notice to end tenancy that is compliant with section 52 of the *Act*.

#### Issue(s) to be Decided

Should the landlord be granted an Order of Possession on the basis of the One Month Notice to End Tenancy for Cause dated January 17, 2019 pursuant to section 55 of the *Act*?

#### Background and Evidence

The landlord's agent R.B. provided unchallenged affirmed testimony that on January 17, 2019, he served the tenant with the One Month Notice by posting it on the tenant's rental unit door. The landlord submitted a #RTB-34 Proof of Service form, signed by the witness to the service of the notice.

I note that the tenant's Application for Dispute Resolution confirms this testimony as it states that the One Month Notice was posted on the door on January 17, 2019. Further to this, the tenant submitted into evidence a copy of the One Month Notice which states an effective move-out date of February 28, 2019, with the following box checked off as the reason for seeking an end to this tenancy:

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

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

In the “Details of Cause” section of the notice, the landlord has included additional information pertaining to the cause being related to police attendance at the rental unit due to fighting on several occasions.

The landlord provided unchallenged testimony that the notice was issued due to disturbances occurring in the tenant’s rental unit resulting in police attendance and disturbance to other occupants. In support of their testimony, the landlord also submitted into documentary evidence two complaint reports from another occupant of the rental property about police attendance at the tenant’s rental unit due to disturbances and fighting.

### Analysis

Section 55 of the *Act* provides that:

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.

In this case, I have dismissed the tenant’s application in its entirety, without leave to reapply, as the tenant failed to attend the hearing to present evidence.

Therefore, I now must consider if the landlord’s One Month Notice meets the requirements of section 52 of the *Act* to determine if the landlord is entitled to an Order of Possession.

Section 52 of the *Act* provides that:

In order to be effective, a notice to end a tenancy 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,
- (d.1) for a notice under section 45.1 [*tenant's notice: family violence or long-term care*], be accompanied by a statement made in accordance with section 45.2 [*confirmation of eligibility*], and
- (e) when given by a landlord, be in the approved form.

In the matter at hand, the tenant submitted a copy of the One Month Notice into evidence.

I have reviewed the One Month Notice and I find that the notice complies with the form and content requirements of section 52 as it is signed and dated by the landlord, provides the address of the rental unit, the effective date of the notice, and the grounds for the tenancy to end. I accept the landlord's unchallenged testimony and submitted documentary evidence that the tenant has significantly interfered with or unreasonably disturbed another occupant of the rental property.

Accordingly, 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 notice has passed, I issue an Order of Possession effective two (2) days after being served upon the tenant.

### Conclusion

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

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.

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: March 15, 2019

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Residential Tenancy Branch