



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order cancelling a notice to end the tenancy for cause.

The landlord attended the hearing and gave affirmed testimony, however the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant joined the call.

Issue(s) to be Decided

Has the landlord established that the One Month Notice to End Tenancy for Cause was issued in accordance with the *Residential Tenancy Act*?

Background and Evidence

The landlord testified that he purchased the rental building in September, 2018 and the tenant was residing in the rental unit at that time. Rent in the amount of \$450.00 per month is payable on the 1st day of each month and there are no rental arrears. The landlord currently holds a security deposit in the amount of \$225.00. The landlord is not certain if there is a written tenancy agreement.

The landlord further testified that on March 18, 2019 he posted a One Month Notice to End Tenancy for Cause to the door of the rental unit, and a copy has been provided as evidence for this hearing by the tenant. It is dated March 17, 2019 and contains an effective date of vacancy of April 17, 2019. The reasons for issuing it state:

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

- significantly interfered with or unreasonably disturbed another occupant or the landlord;
 - seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
 - put the landlord's property at significant risk;
- Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to:
 - adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant;
- Tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit/site or property/park.

The "Details of Cause" section states: "has had numerous complaints – caught having sex in shared bathroom on Sat 16 March 2016 – had a drug OD – paramedics revived. Had hot plate left on – was red hot – almost caused another fire."

The landlord also testified that he has not seen inside of the rental unit but other tenants have said that he has been smashing stuff in the rental unit. Other tenants are also concerned about a fire risk. A previous fire caused by another tenant caused all tenants to be evacuated and they are fearful it will happen again. The tenant was also found unconscious in the common hallway, and an ambulance attendant went inside the rental unit and found a hot plate turned on and was "red hot."

Analysis

Since the tenant has not attended the hearing, I dismiss the tenant's application without leave to reapply.

The *Residential Tenancy Act* states that where I dismiss a tenant's application to cancel a notice to end a tenancy given by a landlord, I must grant an Order of Possession in favour of the landlord, so long as the notice given is in the approved form. I have reviewed the One Month Notice to End Tenancy for Cause and I find that it is in the approved form and contains information required by the *Act*. Therefore, I grant an Order of Possession in favour of the landlord.

Where the effective date of vacancy contained in such a notice is incorrect, it is changed to the nearest date that complies with the *Act*. Since rent is payable on the 1st day of each month, the effective date of vacancy must be the end of the month following the date the notice was given. Therefore I grant the Order of Possession effective April 30, 2019.

Conclusion

For the reasons set out above, the tenant's application is hereby dismissed.

I hereby grant an Order of Possession in favour of the landlord effective April 30, 2019.

This order is final and binding and may be enforced.

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: April 16, 2019

Residential Tenancy Branch