



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NAI GODDARD & SMITH and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

The tenant applies to cancel a one month Notice to End Tenancy for cause dated and received April 30, 2019.

The applicant tenant did not attend the hearing within twenty minutes after its scheduled start time at 11:00 a.m. on June 20, 2019. The teleconference hearing connection remained open during that time, enabling the parties to call into the teleconference hearing. The call-in numbers and participant codes provided in the Notice of Hearing were confirmed as correct. The teleconference system audio console confirmed that the respondent landlord's representative Ms. G. and this arbitrator were the only ones who had called into this teleconference during that period.

On applications of this nature the initial burden to prove just cause for eviction lies with the landlord.

After waiting ten minutes for the tenant to attend, M.s G. was called on to show grounds for the Notice. The landlord's handyman Mr. T.W. was presented and he testified that when he worked at jobs at this building the tenant would argue with him and confront him in an accusing manner. Mr. T.W. stated that he was so disturbed by the tenant's conduct he has refused to do any further work at this apartment building out of his apprehension over being confronted by the tenant.

On this unchallenged evidence I find that that the tenant has unreasonably disturbed the landlord by unreasonably disturbing one of its workmen. I find that the Notice to End Tenancy has been substantiated and I dismiss the tenant's application to cancel it.

As a result of the Notice this tenancy ended on June 2, 2019 and pursuant to s. 55 of the *Residential Tenancy Act*, the landlord is entitled to an order of possession. The landlord has accepted rent or occupation rent for the month of June and so the order of possession will be effective June 30, 2019.

The application names Ms. B.G. as the respondent. It is apparent that the landlord is the corporate group named in the tenancy agreement and in the one month Notice and not Ms. B.G.. The style of cause has been amended accordingly to add the name of the true landlord.

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 20, 2019

Residential Tenancy Branch