



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding THE BLOOM GROUP and  
[tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act") to cancel a 1 Month Notice to End Tenancy for Cause dated July 9, 2019 ("1 Month Notice"), for more time to make an application to cancel a notice to end tenancy, for regular repairs to the unit, site or property, for an order directing the landlord to provide services or facilities agreed upon but not provided, for an order suspending or setting conditions on the right of the landlord to enter the rental unit, site or property.

Agent JF ("agent") and an advocate for the tenant SW ("advocate") attended the teleconference hearing. The hearing was by telephone conference call and began promptly as scheduled at 11:00 a.m. on this date, September 24, 2019 as per the Notice of a Dispute Resolution Proceeding provided to the tenant dated July 26, 2019 ("Notice of Hearing"). The line remained open while the phone system was monitored for 24 minutes and the only participants who called into the hearing during this time was an agent for the landlord and a tenant advocate. According to the advocate, the tenant had advised them that they would be attending the hearing and yet did not call into the hearing.

As the advocate attended, the landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the advocate, landlord and I were the only ones who had called into the teleconference.

The agent testified that the tenant was served with the landlord's documentary evidence by registered mail. A registered mail tracking number was provided by the agent and has

been included on the cover page of this decision for ease of reference and is identified as “1”.

### Preliminary and Procedural Matter

The agent and advocate confirmed their email addresses at the outset of the hearing. The agent and advocate confirmed their understanding that the decision would be emailed to them. Any applicable orders will be emailed to the appropriate party for service on the other party as necessary.

### Issue to be Decided

- Should the 1 Month Notice be canceled or upheld?

### Background and Evidence

The agent testified that the tenant was served with the 1 Month Notice by registered mail on July 9, 2019. The registered mail tracking number was provided by the agent and has been included on the cover page of this decision for ease of reference and is identified as “2”. According to the Canada Post online registered mail tracking website, the tenant signed for and accepted the registered mail package on July 18, 2019. The tenant disputed the 1 Month Notice on July 26, 2019. The effective vacancy date listed on the 1 Month Notice was August 31, 2019.

The 3 causes listed on the 1 Month Notice are listed as follows:

1. Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.
2. Tenant or a person permitted on the property by the tenant has put the landlord’s property at significant risk.
3. 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.

The agent testified that the tenant was caught on the entrance video system assaulting a guest. In addition, the agent has received many complaints from other tenants in the building complaining about the tenant disturbing them.

### Analysis

Based on the documentary evidence and the undisputed testimony provided during the hearing, and on the balance of probabilities, I find the following.

Although after the standard 10 minute waiting period, I would normally dismiss the tenant's application for failing to attend the teleconference hearing, I made the decision to hear the agent's undisputed testimony as an advocate for the tenant attended the hearing. I accept the agent's undisputed testimony that the tenant did assault someone as claimed. Therefore, I am satisfied that the 1 Month Notice is valid. Therefore, I dismiss the tenant's application in full, without leave to reapply. Section 55 of the *Act* applies and states:

#### **Order of possession for the landlord**

**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.***

[Emphasis added]

I have reviewed the 1 Month Notice and find that it complies with section 52 of the *Act*, and pursuant to section 55 of the *Act*, I grant the landlord an order of possession effective **September 30, 2019 at 1:00 p.m.** I do not find it necessary to consider the 1 Month Notice causes further. I have used this date as the agent confirmed that money has been paid for use and occupancy of the rental unit for September 2019.

I find the tenancy ended on August 31, 2019, as that was the effective vacancy date listed on the 1 Month Notice.

Conclusion

The tenant's application has been dismissed in full, without leave to reapply.

The tenancy ended on August 31, 2019. The landlord has been granted an order of possession effective September 30, 2019 at 1:00 p.m. This order must be served on the tenant and may be enforced in the Supreme Court of British Columbia.

This decision will be emailed to the parties. The order of possession will be emailed to the landlord only for service on the tenant.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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 24, 2019

---

Residential Tenancy Branch