



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PACIFICA HOUSING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

On September 25, 2019, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking to cancel a One Month Notice to End Tenancy for Cause dated September 23, 2019, (“the One Month Notice”).

This matter was set for hearing by telephone conference call at 9:30 AM on this date. The Landlord’s agent appeared at the hearing; however, the Tenant did not. The line remained open while the phone system was monitored for ten minutes and no participant called into the hearing during this time. Therefore, as the Applicant did not attend the hearing by xxx AM, I dismiss the application without leave to reapply.

The Landlord was asked if she had any questions. The Landlord provided affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

- Is the Landlord entitled to an order of possession for the rental unit?

Background and Evidence

The Landlord testified that the tenancy began on June 1, 2019, on a month to month basis. Rent in the amount of \$862.00 is due by the first day of each month. The Tenant paid the Landlord a security deposit of \$431.00.

The Landlord served the One Month Notice to the Tenant by mail on September 23, 2019. The Notice has an effective date (the date the Tenant must move out) of October 31, 2019.

The Landlord selected the following reasons for ending the tenancy within the One Month Notice:

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written Notice to do so.

In the One Month Notice, the details of the cause are as follows:

Tenant continues to smoke in and around the unit affecting the peaceful enjoyment of other tenants. The smoking is having direct effect on the health of the Tenant's neighbours.

The One Month Notice provides information for Tenants who receive the Notice. The Notice states that a Tenant has the right to dispute the Notice within 10 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch.

The Tenant disputed the one Month Notice on September 25, 2019 but did not attend the hearing to pursue the dispute. The Tenants application is dismissed.

The Landlord testified that the Tenant moved out of the rental unit on November 30, 2019. The Landlord requested an order of possession for the rental unit.

Analysis

Under section 55 of the Act, when a Tenant's application to cancel a Notice to end tenancy is dismissed and I am satisfied that the Notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the Landlord an order of possession.

I find that the One Month Notice complies with the requirements of form and content. The Landlord is entitled to an order of possession.

The Landlord is granted an order of possession effective two (2) days after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The Tenant failed to attend the hearing to pursue the dispute of the One Month Notice to End Tenancy for Cause dated September 23, 2019. The Tenant's application to cancel the One Month Notice is dismissed.

The Landlord is granted an order of possession effective two (2) days after service on the Tenant.

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: December 05, 2019

Residential Tenancy Branch