



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC
 FFL OPC

Introduction

This hearing was scheduled convene at 9:30 a.m. this date by way of conference call concerning applications by 2 tenants as against 2 landlords, and by the same 2 landlords as against 1 tenant. The tenants have applied for an order cancelling a notice to end the tenancy for cause. The landlords have applied for an Order of Possession for cause and to recover the filing fee from the tenant for the cost of the application. The applications have been joined to be heard together.

The landlords attended the hearing with an agent who gave affirmed testimony, and accompanied by another person who observed only. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenants joined the call. The landlord's agent testified that the tenant named in the tenancy agreement was served with the Application for Dispute Resolution and notice of this hearing by registered mail on November 8, 2019 and was given the opportunity to provide proof of such service by uploading the Canada Post cash register receipt to the automated system during the hearing. I have received it, and it contains a tracking number and bears that date, and I am satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*.

Since the tenants have not joined the conference call hearing, I dismiss the tenants' application in its entirety without leave to reapply.

Issue(s) to be Decided

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

Background and Evidence

The landlords' agent testified that this fixed term tenancy began on May 4, 2019 and expires on June 30, 2020, and the tenant and his girlfriend still reside in the rental unit. A copy of the tenancy agreement has been provided as evidence for this hearing, which names one tenant only. The rental unit is a single family dwelling.

Rent in the amount of \$950.00 per month was originally payable on the 1st day of each month under the tenancy agreement, however the tenant named in the tenancy agreement is a relative of the landlords and rent was reduced to \$800.00 per month effective July 1, 2019. The tenant has not paid any rent for November or December, 2019 and arrears are currently \$1,600.00.

No security deposit or pet damage deposit was collected by the landlords.

The landlords' agent further testified that on September 30, 2019 the landlords served the tenant with a One Month Notice to End Tenancy for Cause by registered mail. A copy of the Notice has been provided as evidence for this hearing, as well as a copy of the Canada Post cash register receipt bearing that date. The Notice is dated November 29, 2019 and contains an effective date of vacancy of November 5, 2019. The landlords' agent testified that the date of issuance is incorrect, and should read September 29, 2019, not November 29, 2019. The reason for issuing it states: "Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so." The tenant has been a nuisance to the neighbourhood by yelling, shouting and other disturbances, and police have been called 60 times, 12 times by one particular neighbour. Also provided for this hearing are 4 warning letters.

The landlords seek an Order of Possession and a monetary order as recovery of the \$100.00 filing fee.

Analysis

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 *Residential Tenancy Act*. Although the date of issuance is incorrect, I accept the undisputed affirmed testimony of the landlords' agent that it was actually signed on September 29, 2019, and not November 29, 2019.

The *Act* also 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. Having dismissed the tenants' application, and having found that the One Month Notice to End Tenancy for Cause is in the approved form, I grant an Order of Possession in favour of the landlords. Since the effective date of vacancy is incorrect under the law, I find that it is changed to the nearest date that complies with the law, being November 30, 2019. Since that date has passed, I grant the Order of Possession effective on 2 days notice to the tenants.

Since the landlords have been successful with the application the landlords are also entitled to recovery of the \$100.00 filing fee, and I grant a monetary order in favour of the landlords in that amount.

Conclusion

For the reasons set out above, the tenants' application is hereby dismissed in its entirety without leave to reapply.

I hereby grant an Order of Possession in favour of the landlords effective on 2 days notice to the tenant.

I hereby grant a monetary order in favour of the landlords as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$100.00.

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: December 20, 2019

Residential Tenancy Branch