



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes For the tenant: CNC
 For the landlord: OPC

Introduction

This hearing was convened as the result of the cross applications of the parties for dispute resolution seeking remedy under the Residential Tenancy Act (Act).

The tenant applied for an order cancelling a One Month Notice to End Tenancy for Cause (Notice) served to her by the landlord.

The landlord applied for an order of possession of the rental unit pursuant to that Notice served on the tenant.

The landlord's agent (landlord) appeared; however, the tenant did not attend.

The landlord testified that they served the tenant with their Application for Dispute Resolution and Notice of Hearing by personal delivery on January 20, 2020 and registered mail.

Based upon the undisputed submissions of the landlord, I accept the tenant was served notice of this hearing and the landlord's application in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenant's absence.

The hearing process was explained to the landlord and they were given an opportunity to ask questions about the hearing process. Thereafter, the landlord was provided the opportunity to present her evidence orally and to refer to relevant evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Preliminary matter-

In the absence of the tenant to present her application, pursuant to section 7.3 of the Rules, I dismiss the tenant's application, without leave to reapply.

Issue(s) to be Decided

Is the landlord entitled to an order of possession of the rental unit by reason of their One Month Notice?

Background and Evidence

The landlord submitted a copy of the written tenancy agreement which shows that this tenancy began on August 10, 2016, and monthly rent due by the tenant was \$375.00, due on the first day of the month. The evidence reflects that the tenant did not pay a security deposit.

The landlord submitted evidence that on December 27, 2019, she served the tenant with the Notice, by registered mail. The effective vacancy date listed on the Notice was January 31, 2020.

The reasons stated for the Notice to end tenancy were that:

- the tenant has allowed an unreasonable number of occupants in the rental unit;
- the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord;
- that the tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful interest of another occupant or the landlord; and
- that the tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk;

The landlord also submitted a copy of a previous dispute resolution decision by another arbitrator, dated November 18, 2019, which was conducted on the landlord's application for an order of possession of the rental unit due to a prior One Month Notice served on the tenant. In that decision, the arbitrator recorded the settled agreement of the parties,

whereby the tenant agreed to certain terms and conditions which corrected the issues the landlord had with the tenant when issuing that original Notice.

The arbitrator also wrote that the tenant “would be wise to ensure she abides by the terms of this agreement”. The arbitrator also wrote that the tenant was put on notice that if she did not comply with the terms of the agreement and another notice to end the tenancy was issued, the “record of these events would form part of the landlord’s case should it again come before an arbitrator for consideration”.

Among the terms the tenant agreed to were to keep her rental unit clutter free and not to bring in additional furniture to the rental unit without the written permission of the landlord and to not have visitors between the hours of 11:00 p.m. to 7:00 a.m.

The landlord said the tenant has continued to allow other people to bring and store their furniture and possessions in the rental unit. The tenant’s friends and acquaintances have also continued to come to the residential property all hours of the day and night, disturbing the other residents. These friends and acquaintances continue to buzz the other residents all during the night in order to gain access to the building.

The landlord said that the tenant has no ability to refuse her friends anything they want and that she has not corrected her behaviour since the last hearing. The landlord submitted copies of written warnings to the tenant.

Analysis

After reviewing the relevant evidence, I provide the following findings, based upon a balance of probabilities:

I accept the undisputed evidence of the landlord that the One Month Notice was completed in accordance with section 47 of the Act. A copy of the One Month Notice was filed in evidence for my review and consideration, in addition to the supporting evidence for which the 1 Month Notice was served.

I find that the landlord has submitted sufficient, undisputed evidence to support the causes listed on their Notice.

I find the Notice was completed in the approved form and the content meets the statutory requirements under section 52 the Act.

Further, I accept the undisputed testimony of the landlord that the tenant was served with the Notice in compliance with the service provisions under section 88 of the Act. I also note the tenant acknowledged service of the Notice in her application.

I am satisfied based on the landlord's evidence that the landlord has met the statutory requirements under the Act to end a tenancy.

I therefore grant the landlord's application and I find the landlord is entitled to an order of possession pursuant to section 55 of the Act.

The landlord testified that the tenant has paid the monthly rent for March 2020 for use and occupancy. Therefore, I find that the landlord is entitled to an order of possession effective on March 31, 2020, at 1:00 p.m. This order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The tenant's application is dismissed without leave to reapply as she failed to attend the hearing.

The landlord's application is granted and they have been issued an order of possession of the rental unit, effective March 31, 2020, at 1:00 p.m.

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: March 9, 2020

Residential Tenancy Branch