



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") to cancel a One Month Notice to End Tenancy for Cause dated January 2, 2020 ("One Month Notice").

The Landlord appeared at the teleconference hearing and gave affirmed testimony. No one attended on behalf of the Tenant. The teleconference phone line remained open for over ten minutes and was monitored throughout this time. The only person to call into the hearing was the Landlord, who indicated that she was ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only person on the call, besides me, was the Landlord.

I explained the hearing process to the Parties and gave the Landlord an opportunity to ask questions about the hearing process. During the hearing the Landlord was given the opportunity to provide her evidence orally and to respond to my questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Rule 7.1 states that the dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator. The Respondent Landlord and I attended the hearing on time and were ready to proceed, and there was no evidence before me that the Parties had agreed to reschedule or adjourn the matter; accordingly, I commenced the hearing at 9:30 a.m. on March 3, 2020, as scheduled.

Rule 7.3 states that if a party or their agent fails to attend the hearing, the Arbitrator may conduct the dispute resolution hearing in the absence of that party or dismiss the application, with or without leave to reapply. The teleconference line remained open for 13 minutes; however, neither the Applicant nor an agent acting on his behalf attended to provide any evidence or testimony for my consideration. As a result, and pursuant to Rule 7.3, I dismiss the Tenant's Application without leave to reapply.

Preliminary and Procedural Matters

The Tenant provided his email address in the Application and the Landlord provided her email address at the outset of the hearing. The Landlord confirmed her understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

Issue(s) to be Decided

- Should the One Month Notice be cancelled or confirmed?
- Is the Landlord entitled to an order of possession?

Background and Evidence

The Landlord stated that the periodic tenancy began on September 15, 2019, with a monthly rent of \$850.00, due on the first day of each month. The Landlord said that the Tenant paid the Landlord a security deposit of \$425.00, and no pet damage deposit.

The Landlord said that the One Month Notice was signed and dated January 2, 2020, that it had the rental unit address, and was served on the Tenant by posting it on the door of the rental unit on January 2, 2020. The effective vacancy date is automatically changed from January 31, 2020, to February 29, 2020, pursuant to section 53 of the Act. The reason for this is that pursuant to section 47(2) of the Act:

- 47 (2)** A notice under this section must end the tenancy effective on a date that is
(a) not earlier than one month after the date the notice is received, and
(b) the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

[emphasis added]

The Landlord said the following grounds were set out on the One Month Notice:

- The Tenant or a person permitted on the property by the Tenant has
 - significantly interfered with or unreasonably disturbed another occupant or the landlord; and
- The 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 Landlord said that there were reports that the Tenant had people in and out of the building that were quite loud. She said that the tenancy agreement has a term that requires tenants to be quiet during “quiet hours” of 11 p.m. to 8 a.m. She said that the Tenant repeatedly breached this term of the tenancy agreement; therefore, the Landlord served him with the One Month Notice.

Analysis

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

The Tenant did not attend the hearing to present the merits of his Application, nor did he submit any documentary materials in this matter. I, therefore, confirm the validity of the One Month Notice, which I find is consistent with section 52 of the Act, and award the Landlord with an Order of Possession, pursuant to section 55 of the Act.

Conclusion

The Tenant’s Application is dismissed without leave to reapply, as the Tenant or an Agent for the Tenant did not attend the hearing to present the merits of the Application. The Respondent Landlord did attend the hearing.

Pursuant to section 55 of the Act, I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenant. The Landlord is provided with this Order in the above terms and the Tenant must be served with **this Order** as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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 03, 2020

Residential Tenancy Branch