



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SORENSEN & BOWERS CONST. LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, LAT, OLC

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on January 31, 2020 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order to cancel a One Month Notice for Cause;
- an order restricting or suspending the Landlord's right to enter the rental unit; and
- an order that the Landlord comply with the Act, tenancy agreement, or regulations.

The hearing was scheduled for 9:30 AM on April 6, 2020 as a teleconference hearing. The Landlord J.B., and the Landlord's Agent B.K. attended the hearing at the appointed date and time and provided affirmed testimony. No one appeared for the Tenant. The conference call line remained open and was monitored for 14 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that Landlord, the Landlord's Agent, and I were the only persons who had called into this teleconference.

Preliminary Matters

Rule 7.3 of the Rules of Procedure states that if a party does not attend the hearing, the hearing may proceed without that party or the application may be dismissed with or without leave to reapply. As no one attended the hearing for the Tenant, I dismiss the Tenant's application without leave to reapply.

I note that Section 55 of the *Act* requires that when a Tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a Landlord I must consider if the Landlord is entitled to an order of possession if the Application is dismissed and the Landlord has issued a notice to end tenancy that is compliant with the *Act*.

The Landlord and the Landlord's Agent were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules of Procedure). However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to an Order of Possession in relation to the One Month Notice to End Tenancy dated January 23, 2020 (the "One Month Notice"), pursuant to Section 55 of the *Act*?

Background and Evidence

The Landlord stated that the tenancy began on May 1, 2019. The Tenant is required to pay rent in the amount of \$1,050.00 to the Landlord on the first day of each month. The Tenant paid a security deposit in the amount of \$525.00 which the Landlord continues to hold. The Landlord stated that the tenant continues to occupy the rental unit.

The Landlord stated that the Tenant has been provided with several written caution notices as well as verbal warnings from the Landlord and the Landlord's Agent regarding excessive noise, fighting, and for having pet in the rental unit. The Landlord stated that the Tenant has disregarded the multiple warnings provided and continues to breach the quiet enjoyment of the other occupants in the rental building. The Landlord provided a copy of the caution notices in support.

For the above mentioned reasons, the Landlord stated she served the Tenant in person with the One Month Notice on January 23, 2020 with an effective vacancy date of February 29, 2020. The Landlord's reasons for ending the tenancy on the One Month Notice are;

The Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord.

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 stated that the Tenant has not complied with the Notice to End Tenancy and has not paid rent to the Landlord for the month of April 2020. The Landlord is seeking an order of possession in relation to the One Month Notice.

Analysis

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

According to Section 47 (1) of the Act, a landlord may end a tenancy by giving notice to end the tenancy for cause. In the matter before me, the Landlord has the burden of proof to prove that there is sufficient reason to end the tenancy.

The Landlord served the Tenant in person with a One Month Notice to End Tenancy for Cause on January 23, 2020 with an effective vacancy date of February 29, 2020. Pursuant to Section 88 and 90 of the Act, the Tenant is deemed to have received the One Month Notice on January 23, 2020.

After receiving the One Month Notice, the Tenant made an Application to cancel the One Month Notice on January 31, 2020. As no one attended the hearing for the Tenant, their Application to cancel the One Month Notice is dismissed without leave to reapply.

Section 55 of the Act requires that when a Tenant submits an Application for Dispute Resolution seeking to cancel a notice to end tenancy issued by a Landlord I must consider if the Landlord is entitled to an order of possession if the Application is dismissed and the Landlord has issued a notice to end tenancy that is compliant with the Act.

I find that the One Month Notice complies with the requirements for form and content. I further find the Landlord has provided sufficient evidence to demonstrate that the Tenant or a person permitted on the property by the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord.

As the effective date of the One Month Notice has passed and the Landlord stated that the Tenant has not yet paid rent for April 2020, I find that the Landlord is entitled to an order of possession effective 2 (two) days, after service on the Tenant, pursuant to section 55 of the Act. This order should be served onto the Tenant as soon as possible.

Conclusion

The Tenant did not appear at the time of the hearing; therefore, their Application is dismissed in its entirety without leave to reapply.

The Landlord is granted an order of possession, which will be effective two (2) days after service on the Tenant. If the Tenants fail to comply with the order of possession it may be filed in and enforced as an order of the Supreme Court of British Columbia.

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: April 06, 2020

Residential Tenancy Branch