



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding More Than A Roof Housing
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **CNC, OLC**

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- An order to cancel a One Month Notice To End Tenancy for Cause pursuant to sections 47 and 55; and
- An order for the landlord to comply with the Act, Regulations and/or tenancy agreement pursuant to section 62.

The applicant/tenant did not attend this hearing, although I left the teleconference hearing connection open until 9:40 a.m. to enable the tenant to call into this teleconference hearing scheduled for 9:30 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord attended the hearing, represented by an agent, JL ("landlord"). He was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord acknowledged being served with the tenant's Application for Dispute Resolution Proceedings Package and stated he had no concerns with timely service of documents.

Rule 7.3 of the Rules of Procedure also provides 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 re-apply. Rule 7.4 states that evidence must be presented by the party who submitted it, or by the party's agent. If a party or their agent does not attend to present evidence, any written submissions supplied may or may not be considered. Only the evidence referred to by the landlord was used in this this decision.

Issue(s) to be Decided

Should the One Month Notice To End Tenancy for Cause be upheld or cancelled?
Should the landlord be ordered to comply with the Act, regulations or tenancy agreement?

Background and Evidence

The tenant did not attend to present any evidence regarding the merits of their application for me to consider.

The landlord's witness, EC testified that she served the tenant with a Two Month's Notice to End Tenancy for Landlord's Use by posting it to the tenant's door on July 9, 2020. The effective date stated on the notice is August 31, 2020. The reasons for ending the tenancy were:

1. the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord;
2. the tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
3. 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 or the landlord;
4. the tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to jeopardize a lawful right or interest of another occupant or the landlord;

Under details of causes, the landlord writes:

The tenant was seen on camera physically assaulting another tenant. This took place on April 22, 2020.

The landlord provided video evidence from 3 separate security cameras showing different angles of the incident. The landlord testified the other tenant was attempting to disinfect the elevator buttons when the incident took place.

Analysis

As the tenant did not attend the hearing, he did not present any evidence for me to consider. The landlord provided compelling evidence to show the tenant seriously

jeopardized the health or safety or lawful right of another occupant, specifically the incident on April 22, 2020 caught on video surveillance. The landlord has satisfied me the tenancy should end in accordance with the Notice. Consequently, I dismiss the tenant's application without leave to reapply.

Pursuant to section 55, if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

- a. the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and
- b. the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

I have examined the landlord's notice and find that it complies with the form and content provisions of section 52 of the *Act*, which states that the notice must be in writing and must: (a) be signed and dated by the landlord or tenant giving the notice, (b) give the address of the rental unit, (c) state the effective date of the notice, (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and (e) when given by a landlord, be in the approved form.

As this tenancy is ending the tenant's application seeking an order that the landlord comply with the *Act*, regulations or tenancy agreement is dismissed without leave to reapply.

Conclusion

The tenants' application is dismissed without leave to reapply.

I grant an Order of Possession to the landlord to take effect on the effective date stated on the One Month Notice to End Tenancy for Cause of 1:00 p.m. on August 31, 2020. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed 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: August 27, 2020