



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62.

The tenant did not attend. The landlord attended the hearing via conference call and provided affirmed testimony.

This matter was set for a conference call hearing at 9:30 a.m. on this date. The landlord confirmed receipt of the tenant's notice of hearing package and the tenant's submitted documentary evidence. The landlord stated that the tenants still reside in the rental premises and that she seeks an end to the tenancy. I accept the undisputed affirmed evidence of the landlord and find that the tenant has properly served the landlord with the notice of hearing package and the submitted documentary evidence. I find that the landlord has been sufficiently served as per section 90 of the Act.

I waited until 11 minutes past the start of the scheduled hearing time in order to enable both parties to connect with this teleconference hearing.

Rule 7 of the Rules of Procedure provides that:

7.1 Commencement of the dispute resolution hearing

The dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator.

7.2 Delay in the start of a hearing

In the event of a delay of a start of a conference call hearing, each party must stay available on the line to commence the hearing for 30 minutes after the time scheduled for the start of the hearing.

In the event of a delay of a face-to-face hearing, unless otherwise advised, the parties must remain available to commence the hearing at the hearing location for 30 minutes after the time scheduled for the start of the hearing.

7.3 Consequences of not attending the hearing

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.

7.4 Evidence must be presented

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 the hearing to present evidence, any written submissions supplied may or may not be considered.

Accordingly, in the absence of any evidence or submissions from the tenant and in the absence of the tenant's participation in this hearing, I order the application dismissed without leave to reapply. I make no findings on the merits of the matter.

The landlord provided undisputed affirmed evidence that on June 26, 2020, the landlord served the tenant with the 1 Month Notice dated June 26, 2020 in person. The 1 Month Notice sets out an effective end of tenancy date of July 31, 2020 and that it was being given as:

- the tenant or person permitted on the property by the tenant has:
 - significantly interfered with or unreasonably disturbed another occupant or the landlord;
 - seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
 - put the landlord's property at significant risk.

The details of cause state:

Mr. W.W. and his son have been continuously asked to clean up after themselves and their pets. There was to be NO Pets in this suite!!! On June 26, 2020 I the landlord went to inspect the laundry room which is shared and there was an awful stench in the room and the jacket left on the table inside the laundry room was covered in feces which I presume is from his cat. He has been repeatedly asked to pick up his dog poop from the grass which most of the time he ignores to do so. Mr. W. is not maintaining to sanitary requirements and he is now jeopardizing my family safety and health.

[reproduced as written]

The landlord stated that the tenant has caused a health and safety issue. The landlord claims that the tenant has a dog and a cat for which there is an agreement for no pets as indicated in the signed tenancy agreement. The landlord stated that the tenant has been repeatedly warned to clean up after his pets but has chosen not to. The landlord has submitted 24 photographs of the rental unit showing feces and hair and on the property. The landlord stated that she found a jacket covered feces in the laundry room.

The landlord in support of these claims has submitted 24 photographs of the shared laundry which shows “how unkempt and dirty everything is”.

The conference call hearing ended after 28 minutes with no attendance by the tenant.

Pursuant to section 55 (4) of the Act the landlord is granted an order of possession. The Order of Possession to be effective 2 days after it is served upon the tenant as the effective end of tenancy date has now passed.

The order of possession must be served upon the tenant. Should the tenant fail to comply with the order, the 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: August 06, 2020

Residential Tenancy Branch