



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

Introduction

On August 19, 2020, the Tenants applied for a Dispute Resolution proceeding seeking to cancel a One Month Notice to End Tenancy for Cause (the “Notice”) pursuant to Section 47 of the *Residential Tenancy Act* (the “Act”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

Both Landlords attended the hearing; however, neither Tenant made an appearance at any time during the 15-minute hearing. All parties in attendance provided a solemn affirmation.

On August 20, 2020, this hearing was scheduled to commence via teleconference at 9:30 AM on October 5, 2020.

Landlord A.P. advised that they served their evidence to the Tenants by posting it to the Tenants’ door on September 19, 2020 and October 4, 2020. They did not serve their digital evidence to the Tenants, however. As the Landlords’ September 19, 2020 evidence was served in accordance with the timeframe requirements of Rule 3.15 of the Rules of Procedure, this evidence will be accepted and considered when rendering this Decision. The rest of the Landlords’ evidence will be excluded as it is considered late.

Rule 7.1 of the Rules of Procedure stipulates that the hearing must commence at the scheduled time unless otherwise decided by the Arbitrator. The Arbitrator may conduct the hearing in the absence of a party and may make a Decision or dismiss the Application, with or without leave to re-apply.

I dialed into the teleconference at 9:30 AM and monitored the teleconference until 9:45 AM. Only the Respondents dialed into the teleconference during this time. I confirmed

that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I confirmed during the hearing that the Applicants did not dial in and I also confirmed from the teleconference system that the only party who had called into this teleconference were the Landlords.

The Landlords advised that the Tenants did not serve them the Notice of Hearing package and that this does not comply with Rule 3.1 of the Rules of Procedure. As the Tenants did not attend the hearing, and as they did not serve the Notice of Hearing package in accordance with the Rules of Procedure, I dismiss their 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 complies with the *Act*.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Are the Tenants entitled to have the Landlords' Notice cancelled?
- If the Tenants are unsuccessful in cancelling the Notice, are the Landlords entitled to an Order of Possession?
- Are the Tenants entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

A.P. advised that the tenancy started on March 1, 2020. Rent was established at \$2,250.00 per month and was due on the first day of each month. A security deposit of

\$1,125.00 was also paid. A copy of the signed tenancy agreement was submitted as documentary evidence.

She stated that the Notice was served to the Tenants by hand on August 15, 2020 and a signed proof of service document was submitted to corroborate service. The reasons the Landlord served the Notice are because the “Tenant or a 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” and because the “Tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit/site or property/park.” The Notice also indicated that the effective end date of the tenancy was September 15, 2020.

She stated that the Tenants have continuously and increasingly caused noise disturbances. In addition, they have caused damage to the rental unit which includes: markings, stains, and damage to the walls, a door that was ripped off its hinges, food strewn everywhere, unsanitary and unhygienic living conditions, a broken heater, broken glass, and garbage all over the property. The police have been called for a number of disturbances and the municipality has issued a warning to the Landlords about the unsightly condition of the rental property. A copy of this letter, the police incident numbers, and photos depicting the damage and the condition of the rental unit were submitted as documentary evidence to corroborate their position. The Landlords warned the Tenants via text message, starting in August 2020, to correct these deficiencies; however, the Tenants have not made any attempts to deal with any of these requests. She also advised that the Tenants are still in arrears for half of September 2020 rent, and they have not paid any rent for October 2020.

Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Section 52 of the *Act* requires that any notice to end tenancy issued by the Landlords must be signed and dated by the Landlords, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form.

I have reviewed the Landlords' One Month Notice to End Tenancy for Cause to ensure that the Landlords have complied with the requirements as to the form and content of Section 52 of the *Act*. I am satisfied that the Notice meets all of the requirements of Section 52.

As the Landlords' Notice is valid, as I am satisfied that the Notice was served in accordance with Section 89 of the *Act*, as the Tenants' Application has been dismissed, and as I am satisfied from the undisputed evidence that the Landlords have substantiated the reasons for serving the Notice, I uphold the Notice and find that the Landlords are entitled to an Order of Possession pursuant to Sections 47 and 55 of the *Act*.

As the Tenants were not successful in this Application, I find that the Tenants are not entitled to recover the \$100.00 filing fee paid for this Application.

Conclusion

I dismiss the Tenants' Application for Dispute Resolution without leave to reapply. Furthermore, I grant an Order of Possession to the Landlord effective **two days** after service of this Order on the Tenants. Should the Tenants 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: October 5, 2020

Residential Tenancy Branch