



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

Introduction

On October 1, 2020, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") seeking to cancel a One Month Notice to End Tenancy for Cause dated September 24, 2020, ("the One Month Notice").

The matter was scheduled as a teleconference hearing. The line remained open while the phone system was monitored for ten minutes and the Tenant did not call into the hearing during this time. Therefore, as the Applicant did not attend the hearing by 11:10 am, I dismiss the Tenant's Application without leave to reapply.

Issue to be Decided

- Is the Landlord entitled to an order of possession for the rental unit?

Background and Evidence

The Landlord testified that he served the One Month Notice to End Tenancy for Cause dated September 24, 2020 to the Tenant in person on September 25, 2020.

The Landlord selected the following reasons for ending the tenancy within the One Month Notice:

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*

Tenant has caused extraordinary damage to the unit/site property /park

Tenant has not done required repairs of damage to the unit/site

The Landlord submitted that the Landlord received complaints from other Tenants of the residential property that the Tenant was making threats and fighting with them. The Landlord provided a signed statement from other occupants of the property about the Tenant's behaviour.

The One Month Notice provides information for Tenants who receive the Notice. The Notice provides that a Tenant has the right to dispute the Notice within 10 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch. The Notice has an effective date (the date the Tenant must move out) of October 31, 2020.

The Tenant disputed the One Month Notice on October 1, 2020 within the required time period. The Tenant failed to attend the hearing to pursue her dispute of the One Month Notice.

The Landlord requested an order of possession for the rental unit. The Landlord testified that rent for December 2020 is paid.

Analysis

The Tenant failed to attend the hearing. The Tenant's application to cancel the One Month Notice is dismissed. The tenancy is ending.

Under section 55 of the Act, when a tenant's application to cancel a notice to end tenancy is dismissed and I am satisfied that the notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the Landlord an order of possession.

I find that the One Month Notice complies with the requirements of form and content. The Landlord is entitled to an order of possession on the effective date of the One Month Notice. Since the effective date of the Notice has passed and since December 2020 rent is paid, I grant the Landlord an order of possession effective no later than 1:00 pm on December 31, 2020, after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The Tenant's application to cancel the One Month Notice to End Tenancy for Cause dated, is dismissed.

The Landlord is granted an order of possession effective no later than 1:00 pm on December 31, 2020, after service on the Tenant.

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: December 08, 2020

Residential Tenancy Branch