



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VICTORIA COOL AID SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

CNC, OLC, AAT, OT

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on November 3, 2020 wherein the Tenant sought the following relief:

- to cancel a 1 Month Notice to End Tenancy for Cause issued on October 16, 2020 (the "Notice");
- an Order that the Landlord comply with the *Residential Tenancy Act* (the "Act"), the *Residential Tenancy Regulations* (the "Regulations") or the residential tenancy agreement;
- an Order for access to the rental unit; and,
- other unspecified relief.

The hearing of the Tenant's Application was scheduled for 11:00 a.m. on January 25, 2020. The line remained open while the phone system was monitored for ten minutes and the only participants who called into the hearing during this time were the Landlord's representatives, K.V. and K.K. The Tenant did not attend this hearing, although I left the teleconference hearing connection open until 11:10 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's representatives and I were the only ones who had called into this teleconference.

Analysis and Conclusion

Rules 7.1 and 7.3 of the *Residential Tenancy Branch Rules of Procedure* provide as follows:

Commencement of Hearing:

The hearing must commence at the scheduled time unless otherwise decided by the arbitrator.

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.

As the Applicant Tenant did not attend the hearing, and the Landlord's Representatives appeared and were ready to proceed, I dismiss the Tenant's claim without leave to reapply. This includes dismissing his request that I cancel the Notice. As such, the tenancy shall end in accordance with the Notice.

Section 55 of the *Residential Tenancy Act* provides in part as follows:

Order of possession for the landlord

55 (1) 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 reviewed the Notice and confirm it complies with section 52 of the *Act*. Consequently, and as I have dismissed the Tenant's claim, the Landlord is entitled to an Order of Possession effective two days after service.

I also find the Landlord has established cause to end this tenancy. K.K. testified that the rental unit is in a supported housing building. She further stated that it is a material term of each tenancy agreement that tenants are not to park vehicles on the rental property. She stated that vehicles become "hot spots" for illegal sublets, garbage, squatting and illegal activity. The reasons giving rise to the Notice were that the Tenant has parked an RV on the property, has connected the RV to the electrical and water and, despite the Landlord's numerous requests that he move it, continues to park the RV on the property. The Landlord provided warning letters in evidence before me as well as the staff communication log entries relating to this issue. K.K. confirmed that the

situation has escalated such that on October 20, 2020 the Tenant yelled and threatened staff and punched a hole in the wall when asked to move the RV. I accept this testimony and evidence and find that the Tenant has breached a material term of this tenancy, and has not corrected the breach despite being given a reasonable opportunity to do so. As such, the Landlord has established cause to end this tenancy pursuant to section 47(1)(h) of the *Act*.

This Decision is final and binding on the parties, except as otherwise provided under the *Act*, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: January 25, 2021

Residential Tenancy Branch