



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, LRE, RP, OLC, RR, FFT

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on November 25, 2020, wherein the Tenant sought the following relief:

- an Order canceling a 1 Month Notice to End Tenancy for Cause issued on November 24, 2020 (the "Notice");
- an Order restricting the Landlords' right to enter the rental unit;
- an Order that the Landlord:
 - make repairs, emergency and otherwise to the rental unit; and,
 - comply with the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, or the residential tenancy agreement.
- an Order permitting the Tenant to reduce his rent for the cost of repairs, services and/or facilities not provided; and
- recovery of the filing fee

The matter was set for hearing by telephone conference call at 9:30 a.m. on this date. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time was the Landlord.

The Tenant did not attend this hearing, although I left the teleconference hearing connection open until 9:40 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 and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The Landlord

testified that the reasons giving rise to the Notice were that the Tenant has unreasonably disturbed other tenants and occupants of the rental building, and that the Tenant damaged the stove, and burned the floor in the sauna (photos of the sauna damage were provided in evidence before me.) These reasons were set out in detail on the Notice. The Landlord confirmed the Notice was served on the Tenant by posting to the rental unit door on November 24, 2020.

The Landlord also testified that despite requests for the Tenant to repair the damage, he has not completed the repairs and denies causing the damage. The Landlord also testified that the other tenants, who also rent rooms in the basement area where the rental unit is located, have complained about the Tenant's disruptive behaviour; one tenant, K.K. wrote a letter wherein they write that the Tenant's behaviour was such that K.K. ended their tenancy. The Tenant was warned that his tenancy was in jeopardy as evidenced by the warning letters provided in evidence by the Landlord.

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 Tenant did not attend the hearing, and the Landlord appeared and was 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.

I also accept the Landlord's undisputed testimony and evidence that the Tenant has significantly interfered with or unreasonably disturbed other occupants of the residential property and caused extraordinary damage to a rental unit or residential property.

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 claims, the Landlord is entitled to an Order of Possession effective two days after service. This Order must be served on the Tenant and may be filed and enforced in the B.C. Supreme 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: February 16, 2021

Residential Tenancy Branch