



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Ivanhoe Hotel  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **CNC-MT**

### **Introduction**

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

- An order to cancel a One Month Notice To End Tenancy for Cause pursuant to sections 47 and 55; and
- A request for more time to cancel a Notice to End Tenancy pursuant to section 66.

The landlord did not attend this hearing although I left the teleconference connection open throughout this hearing that commenced at 9:30 a.m. and ended at 9:45 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Dispute Resolution Proceeding. I also confirmed from the teleconference system that the tenant and I were the only ones who had called into this teleconference.

As only the tenant attended the hearing together with his legal advocate, I asked the tenant to confirm that he had served the landlord with the Notice of Dispute Resolution Proceeding for this hearing. The tenant testified that he had served the landlord with the notice of this hearing and his evidence by Canada Post registered mail on December 14, 2020, and the Canada Post registered mail receipt number is recorded on the cover sheet of this decision. With the agreement of the tenant, I accessed the Canada Post website to confirm that the tenant's notice of this hearing was delivered and I find that the landlord was served with the documents for this hearing in accordance with sections 88 and 89 of the *Act*.

### **Issue(s) to be Decided**

Should the One Month Notice to End Tenancy for Cause be upheld or cancelled?

### **Background and Evidence**

The tenant gave the following testimony. The tenant lives in a subsidized housing unit.

At the time the notice to end tenancy was served upon him, the tenant was out of town. Another resident of the building was looking after the tenant's unit by watering his plants and taking care of the tenant's possessions. The landlord was abusive to the other resident, saying vulgar things to him. The other resident was advised to gather the tenant's belongings and store them in his room which he did. The tenant confirms his belongings are safe and secure in the other resident's room. The landlord took the tenant's keys from the other resident.

When the tenant tried to pay his rent, the landlord wouldn't accept it. They said not to bother paying and they returned the subsidized portion of the rent to the government. The tenant testified that he is currently living in a temporary place however he is looking at different places to live. He doesn't know if the landlord has re-rented his former unit however since the key was confiscated and the fact that he is barred from entering the building, he assumes this is true. The tenant states that it's a blessing that he is no longer living in the building since there are multiple issues there, including bedbugs, rodents and a guest policy that is illegal.

#### Analysis

The tenant has confirmed that his possessions were moved out of the rental unit and that the keys were returned to the landlord. The tenant testified that he is currently barred from entering the building. Rent has not been collected from the tenant. Section 44(1)(d) of the Act states that a tenancy ends when the tenant vacates or abandons the rental unit. I therefore find that the tenancy has ended in accordance with section 44(1)(d). I find the tenant has accepted the tenancy has ended in and I dismiss his application to dispute the landlord's notice to end tenancy.

#### Conclusion

The tenant's application to dispute the notice to end tenancy is dismissed without leave to reapply.

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: March 04, 2021