



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 458349 BC LTD and [tenant  
name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

On January 8, 2021, the Tenant filed an Application for Dispute Resolution under the Residential Tenancy Act (the “Act”) to cancel a one-month Notice to End Tenancy for Cause pursuant to section 47 of the Act. The matter was set for a conference call.

The Property Manager (the “Landlord”) attended the conference call hearing; however, the Tenant did not. As the Tenant is the applicant in this hearing, I find that the Tenant had been duly notified of the Notice of Hearing in accordance with the Act.

The Landlord was affirmed to be truthful in their testimony and was provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Should the Notice to End Tenancy be cancelled?
- If not, is the Landlord entitled to an order of Possession?

### Background and Evidence

This hearing was scheduled for a teleconference hearing on this date.

Rule 7.1 of the Rules of Procedure stipulates that the hearing must commence at the scheduled time unless otherwise decided by the Arbitrator. Rule 7.3 of the Rules of Procedure stipulates that an 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 called into the hearing, and the line remained open while the phone system was monitored for 20 minutes, and the only participant who called into the hearing during this time was the Landlord. Therefore, as the Tenant did not attend the hearing by 11:20 a.m. and the Landlord appeared, I dismiss the Tenant's application without leave to reapply.

The Landlord testified that since January 2020, the Tenant has been allowing guests to enter the rental property that has caused a disturbance that has resulted in daily complaints in front of the other renters living on the property. The Landlord submitted six letters into documentary evidence.

The Landlord testified that the local fire department had attended the property daily to deal with overdoses.

The Landlord testified that they served the Notice to the Tenant on December 27, 2020, by posting it to the front door of the rental unit. The Notice has an effective date of February 1, 2021. The Tenant provided a copy of the Notice into documentary evidence.

The reason checked off within the Notice is as follows:

- Tenant has allowed an unreasonable number of occupants in the unit/site/property/park.
- 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 risk*

- *Tenant or person permitted on the property by the Tenant has engaged in illegal activity that has, or is likely to:*
  - *Damaged the landlord's property*
  - *Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the Landlord*
  - *Jeopardized a lawful right or interest of another occupant or the landlord*
- *Tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit/site or property/park.*

This Arbitrator request that the Landlord provided details of the events, including dates, that led up to the Landlord's decision to issue this Notice, providing additional time to the Landlord to collect these facts.

The Landlord became upset with this Arbitrator for asking for dates and details of events. When this Arbitrator explained the requirement of the Landlord to provided supporting testimony and documentation to support their Notice, the Landlord became argumentative and disrespectful towards this Arbitrator.

The Landlord argued that the complaints are daily and that due to this, it was too difficult to collect and testify to the facts of this tenancy and the reasons for this Notice.

The Landlord was provided with four opportunities to present the requested facts regarding their Notice during these proceedings, and each time, the Landlord responded that the requested details were too difficult to collect and offered the general statement that the Tenant and their guests had disturbed the other people in the building.

### Analysis

I find that the Application for Dispute Resolution has been abandoned.

Additionally, I have reviewed the Landlord's testimony and documentary evidence that I have before me in these proceedings, and I find that this evidence is insufficient to enforce the Notice, as it provides only general statements regarding this tenancy, offering no facts of events that led to this Notice.

As the Landlord has failed to provide detailed facts regarding the events that led to this Notice to end tenancy, I must decline to award the Landlord an order of possession in this decision.

### Conclusion

I dismiss the Application for Dispute Resolution 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: April 6, 2021

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Residential Tenancy Branch