



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding VIC WEST HOUSING SOCIETY and  
[tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

CNC

### **Introduction**

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47.

The tenant did not attend the hearing or submit any documentary evidence. The landlord's agent attended the hearing via conference call and provided undisputed testimony.

The landlord was advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

At the outset, the landlord's agent (the landlord) clarified that her name is M.A. and not A.M. as provided in the tenant's application for dispute. As such, the landlord's agent's name shall be amended.

The hearing was paused for 10 minutes to allow the tenant an opportunity to attend, make submissions and present evidence. At 11 minutes past the start of the scheduled hearing the hearing began in the absence of the tenant.

The landlord stated that she was served with the tenant's notice of hearing package. The landlord also stated that the tenant was served with their submitted documentary evidence by posting it to the tenant's rental unit door on May 27, 2021. I accept the undisputed testimony of the landlord and find that the landlord is deemed served with

the notice of hearing package and that the tenant was sufficiently served with the landlord's documentary evidence as per section 90 of the Act.

Rule 7 of the Rules of Procedure provides that:

**7.1 Commencement of the dispute resolution hearing**

The dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator.

**7.2 Delay in the start of a hearing**

In the event of a delay of a start of a conference call hearing, each party must stay available on the line to commence the hearing for 30 minutes after the time scheduled for the start of the hearing.

In the event of a delay of a face-to-face hearing, unless otherwise advised, the parties must remain available to commence the hearing at the hearing location for 30 minutes after the time scheduled for the start of the hearing.

**7.3 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.

**7.4 Evidence must be presented**

Evidence must be presented by the party who submitted it, or by the party's agent.

If a party or their agent does not attend the hearing to present evidence, any written submissions supplied may or may not be considered.

At 44 minutes past the start of the scheduled hearing time, the tenant's application was dismissed without leave to reapply. The landlord requested that the notice to end tenancy be upheld and an order of possession be granted.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The landlord provided testimony that On February 24, 2021, the landlord served the tenant with the 1 Month Notice dated February 24, 2021 by posting it to the rental unit door. The 1 Month Notice sets out an effective end of tenancy date of March 31, 2021 and that it was being given as:

- the tenant or person permitted on the property by the tenant has:
  - significantly interfered with or unreasonably disturbed another occupant or the landlord;
- the tenant has engaged in illegal activity that has, or is likely to:
  - damage the landlord's property;
  - adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.
  - Jeopardize a lawful right or interest of another occupant or the landlord.
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The details of cause state:

*We have received a number of complaints about the tenant, A. T. regarding noise and public intoxication. On January 7, 2021 the tenant was served a formal warning letter advising her that if there were any other complaints received she would be considered in breach of a material term of her tenancy agreement and her tenancy would be terminated. We received additional complaints about this tenant's noise and conduct on January 16, February 5, and February 24, 2021.*

[reproduced as written]

During the hearing the landlord requested the reason for cause for the following be cancelled.

- the tenant has engaged in illegal activity that has, or is likely to:
  - damage the landlord's property;
  - adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.
  - Jeopardize a lawful right or interest of another occupant or the landlord.

On this basis, the hearing proceeded on the remaining two reasons for cause listed on the notice.

The landlord stated that multiple written noise complaints were received from other occupants that the tenant was disturbing them at night. The landlord stated that a written complaint was received on January 5 and January 7 that the tenant was noisy causing a disturbance that was unreasonably disturbing the other occupants.

The landlord stated that a written warning was issued and served to the landlord on January 7, 2021 regarding the noise complaints and that if the noise continued that the tenant's tenancy was in jeopardy.

The landlord stated that on January 16, February 16 and February 24 the landlord received subsequent noise complaints about the tenants. The landlord stated as a result the tenant was issued and served a notice to end tenancy for cause dated February 24, 2021.

### Analysis

Pursuant to Section 55 of the Act, I find based upon the undisputed evidence of the landlord that the notice to end tenancy dated February 24, 2021 is upheld. The landlord having received multiple written noise complaints about the tenant issued a written warning letter cautioning the tenant that further breaches could result in an end to the tenancy. The landlord subsequently received additional noise complaints and issued the notice to end tenancy. The landlord is granted an order of possession to be effective 2 days after it is served upon the tenant as the effective end of tenancy date has now passed.

### Conclusion

The tenant's application is dismissed without leave to reapply.

The landlord is granted an order of possession.

This order must be served upon the tenant.

Should the tenant fail to comply with this order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that 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: June 08, 2021

---

Residential Tenancy Branch