



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants filed under the Residential Tenancy Act (the “Act”), to cancel a One Month Notice to End Tenancy for Cause, (the “Notice”) issued on February 28, 2021.

Only the landlords appeared. The tenants did not appear.

This hearing was scheduled based on the tenants’ application to cancel the Notice. On June 15, 2021, the tenants were also sent an email notification from the Residential Tenancy Branch reminding them of the hearing date, time and that the hearing will proceed even if they fail to appear.

The landlords gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form and make submissions at the hearing.

In a case where a tenant has applied to cancel a Notice, Rule 7.18 of the Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlords has the burden of proving cause sufficient to terminate the tenancy for the reasons given on the Notice.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

Should the Notice issued be cancelled?

Background and Evidence

The tenancy began Jul 2020. Rent in the amount of \$1,500.00 was payable of each month. The tenants paid a security deposit of \$750.00 and were required to pay \$750.00 for a pet damage deposit. The landlord stated that they only received the amount of \$500.00 for the pet damage deposit which \$250.00 was paid on June 30, 2020 and a further \$250.00 paid on August 7, 2020.

The landlords testified that the tenants have given written notice to end their tenancy for June 30, 2021; however, they want to proceed with the hearing as they have no idea if they will actually leave.

The landlords stated that the tenants were served with the Notice indicating that the tenant are required to vacate the rental unit on March 31, 2021.

The reason stated in the Notice was that the tenants have:

- significantly interfered with or unreasonably disturbed another occupant or the landlord; and
- Residential Tenancy Act only: security or pet damage deposit was not paid within 30 days as required by the tenancy agreement.

The landlords testified that there have been issue with drunkenness and noise since the tenants moved in; however, on July 30, 2021 both the tenants were drunk and making an excessive amount of noise, by slamming doors. The landlords stated that the tenants were yelling and screaming that their rules were stupid, and they were calling the male landlord a pedophile. The landlords stated that they are being unreasonable disturbed by the tenants' behaviour.

The landlords testified that the tenants did not pay all of their pet damage deposit as they were to pay the full amount by September 2020. The landlords stated they received two payments totalling \$500.00, leaving \$250.00 short in the pet damage deposit.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

How to end a tenancy is defined in Part 4 of the Act. Section 47(1) of the Act a landlord may end a tenancy by giving notice to end the tenancy.

I have considered all of the written and oral submissions submitted at this hearing, I find that the landlords have provided sufficient evidence to show that the tenants have:

- significantly interfered with or unreasonably disturbed another occupant or the landlord; and
- Residential Tenancy Act only: security or pet damage deposit was not paid within 30 days as required by the tenancy agreement.

I have reviewed the Notice filed in evidence; I find the Notice complies with section 52 of the Act.

As the tenants did not appear, I accept the landlords' undisputed evidence that the tenants have unreasonably disturbed the landlords by slamming doors and by yelling at the landlords and calling the male landlord a pedophile. I find the tenants breached the Act, when they unreasonably disturbed the landlords.

I also accept the landlords' evidence that the tenants failed to pay \$250.00 of the pet damage deposit. I find the tenants breached the Act, when they failed to pay the full amount of the pet damage deposit within 30 days.

I find the Notice is valid and remains in full force and effect. Therefore, I dismiss the tenants' application to cancel the Notice.

As the landlords have accepted occupancy rent for the month of June 2021, I find it appropriate to extend the effective vacancy date in the Notice to June 30, 2021, pursuant to section 66 of the Act. Therefore, I find the landlords are entitled to an order of possession effective on the above extended vacancy date.

Since I have dismissed the tenants' application, I find that the landlords are is entitled to an order of possession effective June 30, 2021, **at 1:00 P.M.** This order must be served on the tenants and may be filed in the Supreme Court. The **tenants are cautioned** that costs of such enforcement are recoverable from the tenants.

Since the tenants were not successful with their application, I find the tenants are not entitled to recover the filing fee from the landlords.

Conclusion

The tenants' application to cancel the Notice is dismissed. The landlords are granted an order of possession.

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 18, 2021

Residential Tenancy Branch