



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

Introduction

The tenants filed an Application for Dispute Resolution on March 15, 2021 seeking a cancellation or withdrawal of the One-Month Notice to End Tenancy for Cause (the “One-Month Notice”). Additionally, they seek reimbursement of the Application filing fee. The matter proceeded by way of a hearing pursuant to section 74(2) of the *Residential Tenancy Act* (the “Act”) on June 22, 2021.

The landlord attended the hearing, the tenants did not. In the conference call hearing I explained the process and offered the landlord the opportunity to ask questions. I provided the landlord the opportunity to present oral testimony and make oral submissions during the hearing.

Issue(s) to be Decided

Are the tenants entitled to an order that the landlord cancel or withdraw the One-Month Notice?

If the tenants are unsuccessful in seeking to cancel the One-Month Notice, are the landlords entitled to an order of possession pursuant to section 55(4) of the *Act*?

Are the tenants entitled to reimbursement of the Application filing fee?

Background and Evidence

I have reviewed all evidence before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this section.

The landlord presented the terms of the tenancy agreement. The parties signed the agreement on March 19, 2020. This was for the tenancy start date of April 1, 2020. The monthly rent was \$1,782.00 per month, payable on the last day of each month. The tenants paid a total security deposit amount of \$891.

The landlord pointed to a prevalent paragraph in the agreement, that which formed the basis for their serving a notice to end tenancy. This is found on page 5, stating: Loud and disturbing noises that affect the quiet enjoyment of others will not be permitted at any time.” Further: “Special care will be taken about any disturbing noise occurring between 9:00 in the evening and 8:00 in the morning.”

After complaints received and notices of infraction given to the tenants, the landlord issued the One-Month Notice on March 8, 2021. They sent this document to the tenants via registered mail and attached it to the tenants’ rental unit door. The landlord provided evidence to show the reasons for ending the tenancy are those which are reflected in the details section on page 3 of the One-Month Notice. This involves primarily noise complaints, and residual confrontations. The tenants did not attend the hearing to challenge this evidence.

In the hearing the landlord provided affirmed testimony that they had a brief discussion with one of the tenants on the day of the hearing. The tenant informed the landlord they would be moving out on the final day of June 2021. This notice was conveyed verbally, and not in writing.

Analysis

The *Act* s. 47(1) of the *Act* states that a landlord may end a tenancy for any of the reasons listed therein. One of the reasons is that of the tenants’ significant interference or unreasonable disturbance to another occupant or the landlord. That is what the landlord indicated on page 2 of the One-Month Notice.

Following this, the *Act* s. 47(4) states that within 10 days of receiving a notice a tenant may dispute it by filing an Application for Dispute Resolution.

I am satisfied that when the landlord issued the One-Month Notice they had valid reasons for doing so. The evidence presented by the landlord in this hearing bears this out. I am satisfied the landlord issued the One-Month Notice on March 8, and the tenants received it by registered mail. There is no evidence contrary to that of the landlord presented in the hearing.

The tenants' application to cancel the One-Month Notice is dismissed. The tenancy is ending.

Under s. 55 of the *Act*, when a tenant's application to cancel a Notice to end tenancy is dismissed and I am satisfied the One-Month Notice complies with the requirements under s. 52 regarding form and content, I must grant the landlord an order of possession.

I find that the One-Month Notice complies with the requirements of form and content. The landlord presented they issue a signed and dated One-Month Notice to the tenants. For these reasons, the landlord is entitled to an order of possession.

Conclusion

As the applicant tenants did not attend to present their Application, I dismiss the tenants' application for a cancellation of the One-Month Notice, without leave to reapply. The tenants are not reimbursed for the Application filing fee.

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenants. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Residential Tenancy Act*.

Dated: June 23, 2021

Residential Tenancy Branch