



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Kenson Realty
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OLC, CNR, FFT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), in which she claimed the following:

- An Order cancelling a One Month Notice to End Tenancy for Cause dated April 22, 2021 ("One Month Notice");
- An Order for the Landlord to Comply with the Act or tenancy agreement;
- An Order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent dated April 13, 2021 ("10 Day Notice"); and
- Recovery of her \$100.00 cost of her Application filing fee.

An agent for the Landlord, S.W. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony, but no one attended on behalf of the Tenant. The teleconference hearing was open for over ten minutes, but no one called in on the Tenant's behalf. The Tenant was provided with a copy of the Notice of a Dispute Resolution Hearing on May 4, 2021; however, the Tenant did not attend the teleconference hearing scheduled for August 27, 2021 at 9:30 a.m. (Pacific Time). The phone line remained open for 14 minutes and was monitored throughout this time. The only person to call into the hearing was the Respondent Landlord's Agent, who indicated that he was ready to proceed.

Rule 7.1 of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules") states that the dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator. The Respondent Landlord's Agent and I attended the hearing on time and were ready to proceed, and there was no evidence before me that the Parties had agreed to reschedule or adjourn the matter; accordingly, I commenced the hearing at 9:30 a.m. on August 27, 2021, as scheduled.

Rule 7.3 states that 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 reapply. The teleconference line remained open for 14 minutes; however, neither the Applicant nor an agent acting on her behalf attended to provide any evidence or testimony for my consideration. As a result, and pursuant to Rule 7.3, I **dismiss the Tenant's Application wholly, without leave to reapply.**

I explained the hearing process to the Agent and gave him an opportunity to ask questions about the hearing process. During the hearing the Agent was given the opportunity to provide his evidence orally and to ask questions. I reviewed all oral and written evidence before me that met the requirements of the RTB Rules; however, only the evidence relevant to the issues and findings in this matter are described in this decision.

Section 55 of the Act states that if a tenant's application to cancel an eviction notice is unsuccessful and is dismissed, and I am satisfied that the eviction notice complies with the requirements under section 52, I must grant the landlord an order of possession.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Background and Evidence

The Agent confirmed the evidence in the tenancy agreement, which states that the fixed-term tenancy began on February 15, 2021, running to February 28, 2022, with a monthly rent of \$2,300.00, due on the first day of each month. The Agent confirmed that the Tenant paid the Landlord a security deposit of \$1,150.00 and no pet damage deposit.

The Agent said he issued the One Month Notice, a copy of which he submitted to the RTB. The One Month Notice was signed and dated April 22, 2021, it has the rental unit address, it was served via registered mail on April 22, 2021, with an effective vacancy date of May 31, 2021. The One Month Notice was served on the grounds that the Tenant significantly interfered with or unreasonably disturbed another occupant or the Landlord, and seriously jeopardized the health or safety or lawful right of another occupant or the Landlord.

On the “Details of Cause(s)” section on the One Month Notice, the Landlord wrote:

A bylaw infraction notice was issued by the Strata Management office on April 12, 2021. This is related to 5 partying incidents involving people of 10 – 30 that last until late night causing noise and disturbance to the neighbours. Police was called particularly under the COVID restriction order. .

[reproduced as written]

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

Section 47 of the Act allows the landlord to end a tenancy for cause:

47(1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

. . .

(d) the tenant or a person permitted on the residential property by the tenant has

(i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,

(ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or

(iii) put the landlord's property at significant risk;

. . .

The Tenant’s Application is dismissed wholly without leave to reapply, since she failed to attend the participatory hearing for which she applied. Further, I find that the One Month Notice issued by the Landlord complies with section 52 of the Act, as to form and content. Given the above, and pursuant to section 55 of the Act, I grant the Landlord an **Order of Possession**, which is **effective two days after service on the Tenant**, given that the effective vacancy date on the One Month Notice has passed.

Conclusion

The Tenant is unsuccessful in her Application to cancel the One Month Notice, as the

Tenant did not attend the participatory hearing to present the merits of her case. I dismiss the Tenant's Application wholly, as I confirm the One Month Notice, having found it valid and consistent with section 52 of the Act.

Pursuant to section 55 of the Act, I grant the Landlord an **Order of Possession effective two days after it is served** to the Tenant. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: August 27, 2021

Residential Tenancy Branch