



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

Introduction

On April 9, 2021, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking to cancel a One Month Notice to End Tenancy for Cause dated March 30, 2021, (“the One Month Notice”).

The matter was scheduled as a teleconference hearing at 9:30 am on this date. The Landlord appeared at the hearing; however, the Tenant / Applicant did not. The line remained open while the phone system was monitored for ten minutes and the Tenant did not call into the hearing during this time.

Therefore, as the Applicant did not attend the hearing by 9:40 am, I dismiss the application to cancel the One Month Notice to End Tenancy for Cause dated March 30, 2021.

Issue to be Decided

- Is the Landlord entitled to an order of possession for the rental unit?

Background and Evidence

The Landlord's agent (“the Landlord”) testified that the tenancy began on November 1, 2020 on a month-to-month basis. Rent in the amount of \$1,650.00 is due to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit of \$825.00.

The Landlord served the One Month Notice to the Tenant in person on March 30, 2021. The Notice has an effective date (the date the Tenant must move out) of April 30, 2021.

The Landlord selected the following reasons for ending the tenancy within the One Month Notice:

Tenant has allowed an unreasonable number of occupants in the unit /site

Tenant or a person permitted on the property by the Tenant has:

- *Significantly interfered with or unreasonably disturbed another occupant or the Landlord*

Tenant has engaged in illegal activity that has, or is likely to:

- *Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the Landlord*

The One Month Notice provides information for Tenants who receive the Notice. The Notice provides that a Tenant has the right to dispute the Notice within 10 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch.

The Tenant disputed the one Month Notice on April 9, 2021 within the required time period but failed to attend the hearing to pursue the dispute of the One Month Notice.

The Landlord testified that the Landlord has received multiple complaints about the Tenant and the Tenant's guests making noise on the property and disturbing other occupants of the rental property. The Landlord testified that they receive about two complaints about the Tenant each month.

The Landlord provided copies of caution notices issued to the Tenant warning her that continued noise will result in eviction.

The Landlord testified that the rent for August 2021 was paid by the Tenant.

Analysis

The Tenant applied for Dispute Resolution to cancel the One Month Notice to End Tenancy but failed to attend the hearing. The Tenant's Application to cancel the One Month Notice to End Tenancy for Cause is dismissed.

Under section 55 of the Act, when a Tenants application to cancel a Notice to end tenancy is dismissed and I am satisfied that the Notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the Landlord an order of possession.

I find that the One Month Notice issued by the Landlords meets the requirements for form and content.

I accept the Landlord's evidence that the Tenant has disturbed other occupants of the rental property, and I find that the Landlord has sufficient reason to end the tenancy.

I find that the Landlord is entitled to an order of possession effective August 31, 2021 after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The Tenant failed to attend the hearing. The Tenant's application to cancel the One Month Notice is dismissed. The Landlord is granted an order of possession for the rental unit effective August 31, 2021 after service on the Tenant.

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: August 10, 2021

Residential Tenancy Branch