



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNC, FFT**

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; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

This matter was set for hearing by telephone conference call at 9:30 am on this date. The line remained open and the phone system was monitored for the full duration of the 20 minute hearing and the only participant who called into the hearing during this time was the respondent.

The landlord was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

Rule 7.3 of the Rules of Procedure provides as follows:

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 reapply.

Therefore, as the applicant did not attend the hearing, and the respondent was present and ready to proceed, I dismiss the claim in its entirety without leave to reapply.

Section 55 of the *Act* provides that:

If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

- (a) the landlord's notice to end tenancy complies with section 52 [form and content of notice to end tenancy], and
- (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

I have dismissed the tenant's application, and I find that the 1 Month Notice submitted into evidence by the tenant complies with the form and content requirements of section 52 as it is signed and dated by the landlord, provides the address of the rental unit, the effective date of the notice, and the grounds for the tenancy to end.

I accept the undisputed evidence of the landlord that monthly rent for this tenancy is \$1,300.00 payable on the first of each month. I accept the undisputed submission of the landlord that the tenant has been late in paying rent on multiple instances during the last 12 months of the tenancy for the months of April, July, August and September 2021 giving rise to a basis for the issuance of the notice.

I further find that the tenant has engaged in conduct that has significantly interfered with and disrupted the other occupants and the landlord through hostile and aggressive behaviour.

I accept the evidence of the landlord that any payment subsequent to the issuance of the 1 Month Notice was communicated to the tenant to be for use and occupancy only and did not reinstate the tenancy.

I therefore find that the landlord is entitled to an Order of Possession pursuant to section 55. As the effective date of the notice has passed, I issue an Order of Possession effective two (2) days after service.

Conclusion

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

I grant an Order of Possession to the landlord effective **2 days after service on the tenant**. Should the tenant or anyone on the premises 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 28, 2022

Residential Tenancy Branch