Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

<u>Dispute Codes</u>   CNC, FFT

Pursuant to section 58 of the *Residential Tenancy Act* (the "Act"), I was designated to hear an application regarding a tenancy. The Tenant had applied for:

- an order cancelling a One Month Notice to End Tenancy for Cause, dated October 17, 2021; and
- the filing fee.

The hearing teleconference commenced on time at 11:00 a.m. and was attended by the Landlord; the Tenant did not attend the hearing, though the teleconference line remained open for 10 minutes. The Landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were also made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The Landlord indicated the Tenant had not served them the Notice of Dispute Resolution Proceeding. The Landlord testified he learned of the hearing by contacting the Residential Tenancy Branch.

As the Tenant did not serve the Landlord with a Notice of Dispute Resolution Proceeding and did not attend the hearing at the appointed date and time, I dismiss her application without leave to reapply.

Section 55(1) of the Act states that when a tenant's application to cancel a notice to end tenancy is dismissed and the notice to end tenancy complies with the form and content requirements of section 52 of the Act, the director must grant an order of possession to the landlord.
During the hearing, as neither party had uploaded a copy of the One Month Notice, I allowed the Landlord to read the Notice into evidence, and gave the Landlord until 1:00

p.m. to upload a copy of the One Month Notice. The Landlord testified he had not provided his address in the One Month Notice because in his interactions with the Tenant she had become aggressive to the point where he had become uncomfortable.

In her application, the Tenant had applied for, and was granted, substitute service, stating that the Landlord would not provide his address, as he feels unsafe. In her application, the Tenant states that she communicates with the Landlord by email.

The Landlord uploaded a copy of the One Month Notice, along with additional other evidence, which I will not be considering in my decision as I cannot confirm it was served on the Tenant.

The One Month Notice meets the form and content requirements of section 52: it is signed and dated by the Landlord, gives the address of the rental unit, states the effective date, states the reasons for ending the tenancy, and is in the approved form. The Landlord has provided his telephone number on the One Month Notice, but not his address.

Based on the Tenant's application and the One Month Notice, I am satisfied the Tenant was able to contact the Landlord by telephone or by email.

I accept the Landlord's unchallenged and affirmed testimony that the Tenant has permitted another person to occupy the rental unit, who is unreasonably disturbing other occupants by playing loud music and stomping on the floor, mainly at night. The Landlord testified they received complaints from neighbours about this happening on May 20, 2021, from 9:00 p.m. "and on"; on July 21, 2021 at 2:00 a.m.; and October 17, 2021 at 1:30 a.m. The Landlord testified that on October 15, 2021, the person permitted in the rental unit by the Tenant was captured on surveillance footage pulling the fire alarm when there was no threat, requiring the whole building to evacuate.

Considering the above, and pursuant to section 55(1) of the Act, I find that the Landlord is entitled to an order of possession which will be effective two days after it is served on the Tenant. The order of possession may be filed in 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: February 3, 2022

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Residential Tenancy Branch