



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

CNC

### **Introduction**

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to cancel a One Month Notice to End Tenancy for Cause.

The Agent for the Landlord stated that the Tenant served her with the Dispute Resolution Package on December 20, 2021.

This hearing was scheduled to commence at 9:30 a.m. on March 07, 2022 and it commenced at the scheduled start time. The hearing proceeded in the absence of the Tenant, pursuant to Rule 7.3 of the Residential Tenancy Branch Rules of Procedure. By the time the teleconference was concluded at 9:45 a.m., the Tenant had still not joined the teleconference.

On January 06, 2022 the Landlord submitted evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was personally served to the Tenant on January 08, 2022. In the absence of evidence to the contrary, I accept that these documents were served to the Tenant and they were accepted as evidence for these proceedings.

On February 22, 2022 the Landlord submitted evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was personally served to the Tenant on February 22, 2022. In the absence of evidence to the contrary, I accept that these documents were served to the Tenant and they were accepted as evidence for these proceedings.

The Agent for the Landlord was given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The Agent for the Landlord affirmed that she would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The Agent for the Landlord was advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. The Agent for the Landlord affirmed that she would not record any portion of these proceedings.

### Preliminary Matter

The Agent for the Landlord stated that the Application for Dispute Resolution incorrectly identifies the Landlord, as it has her first name in front of the legal name of the Landlord.

Pursuant to Rule 7.13 of the Residential Tenancy Branch Rules of Procedure, I find that the legal name of the Landlord should be added as a party to this Application for Dispute Resolution.

I believe I am unable to amend the Application for Dispute Resolution to remove the incorrect name of the Landlord, without the consent of the Tenant.

### Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside?

### Background and Evidence

The Agent for the Landlord stated that:

- this tenancy began in 2015;
- rent is due by the first day of each month;
- a One Month Notice to End Tenancy for Cause was personally served to the Tenant on November 30, 2021;
- the One Month Notice to End Tenancy for Cause declared that the rental unit must be vacated by December 31, 2021;
- the Tenant is still living in the rental unit;
- the One Month Notice to End Tenancy for Cause declares that the tenancy is

ending because the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord and the tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful interest of another occupant or the landlord;

- the One Month Notice to End Tenancy for Cause does not name the Tenant;
- the One Month Notice to End Tenancy for Cause;
- when she personally served the Tenant with the One Month Notice to End Tenancy for Cause she told the Tenant that the Notice was for her;
- the Tenant signed the Proof of Service to acknowledge receipt of the One Month Notice to End Tenancy for Cause;
- the One Month Notice to End Tenancy for Cause was served to the Tenant because she pushed a woman to the ground on April 27, 2021;
- the woman who was pushed to the ground lives beside the Tenant in the residential complex;
- on November 29, 2021 the Tenant was convicted of assaulting the neighbour; and
- rent has not been paid for March of 2022.

### Analysis

On the basis of the undisputed evidence, I find that the Landlord and the Tenant have a tenancy agreement which requires rent to be paid by the first day of each month.

Section 47(1) of the *Residential Tenancy Act (Act)* permits a landlord to end a tenancy by giving notice to end the tenancy if:

- a) the tenant does not pay the security deposit or pet damage deposit within 30 days of the date it is required to be paid under the tenancy agreement;
- (b) the tenant is repeatedly late paying rent;
- (c) there are an unreasonable number of occupants in a rental unit;
- (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;
- (e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that
  - (i) has caused or is likely to cause damage to the landlord's property,

- (ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or
- (iii) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- (f) the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to a rental unit or residential property;
- (g) the tenant does not repair damage to the rental unit or other residential property, as required under section 32 (3) [*obligations to repair and maintain*], within a reasonable time;
- (h) the tenant
  - (i) has failed to comply with a material term, and
  - (ii) has not corrected the situation within a reasonable time after the landlord gives written notice to do so;
- (i) the tenant purports to assign the tenancy agreement or sublet the rental unit without first obtaining the landlord's written consent as required by section 34 [*assignment and subletting*];
- (j) the tenant knowingly gives false information about the residential property to a prospective tenant or purchaser viewing the residential property;
- (k) the rental unit must be vacated to comply with an order of a federal, British Columbia, regional or municipal government authority;
- (l) the tenant has not complied with an order of the director within 30 days of the later of the following dates:
  - (i) the date the tenant receives the order;
  - (ii) the date specified in the order for the tenant to comply with the order.

On the basis of the undisputed evidence, I find that the Tenant was personally served with a One Month Notice to End Tenancy for Cause on November 30, 2021, which informed the Tenant of the Landlord's intent to end the tenancy pursuant to sections 47(1)(d)(i) and 47(1)(d)(ii) of the *Act*.

I find that the Landlord has grounds to end this tenancy pursuant to section 47(1)(d)(i) of the *Act*, as her behaviour on April 27, 2021 significantly interfered with another occupant of the residential complex. In reaching this decision I was heavily influenced by the undisputed evidence that on November 29, 2021 she was convicted of assaulting another occupant on April 27, 2021. Regardless of any prior interactions between the Tenant and the individual she assaulted, I find that physically assaulting another occupant is reasonable grounds to end a tenancy.

As the Landlord has grounds to end this tenancy pursuant to section 47 of the *Act*, I dismiss the Tenant's application to set aside the One Month Notice to End Tenancy for Cause.

Section 55(1) of the *Act* stipulates 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 the landlord's notice to end tenancy complies with section 52 of the *Act*, and the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

Section 52 of the *Act* stipulates that to be effective, a notice to end tenancy must be in writing and must:

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy,
- (d.1) for a notice under section 45.1 [*tenant's notice: family violence or long-term care*], be accompanied by a statement made in accordance with section 45.2 [*confirmation of eligibility*], and
- (e) when given by a landlord, be in the approved form.

I find that the One Month Notice to End Tenancy for Cause complies with section 52 of the *Act*. Although the One Month Notice to End Tenancy for Cause does not name the Tenant, naming the Tenant is not required by section 52 of the *Act*.

Although the One Month Notice to End Tenancy for Cause does not name the Tenant, I find it reasonable to conclude that the Tenant understood the Notice was for her. I find it reasonable to conclude that the Tenant understood the One Month Notice to End Tenancy for Cause was intended for her, as it was personally handed to her and she applied to dispute it. I therefore find that the absence of the Tenant's name does not affect the validity of the Notice.

As I am satisfied that the One Month Notice to End Tenancy for Cause complies with section 52 of the *Act* and I have dismissed the application to set aside the One Month Notice to End Tenancy for Cause. I must grant the Landlord an Order of Possession. I therefore grant the Landlord an Order of Possession, pursuant to section 55(1) of the

*Act.*

Conclusion

I grant the Landlord an Order of Possession that is effective on two days after it is served upon the Tenant. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

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

Dated: March 07, 2022

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Residential Tenancy Branch