



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

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.

While the landlord's agent, TG ("landlord"), attended the hearing by way of conference call, the tenant did not. At the outset of the hearing, I informed the landlord that I would wait until 9:40 a.m. to enable the tenant to participate in this scheduled hearing for 9:30 a.m. During the hearing I confirmed from the online teleconference system that the landlord's agent and I were the only ones who had called into this teleconference. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing.

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 re-apply.

In the absence of any submissions from the applicant in the hearing, I order the tenant's entire application dismissed without leave to reapply.

Issues

Is the landlord entitled to an Order of Possession?

Background and Evidence

The landlord testified that this month-to-month tenancy began on April 1, 2020, with monthly rent currently set at \$955.00 per month. I note that the tenant's application states that monthly rent is currently \$1,035.00 per month. The landlord testified that a security and pet damage deposit in the amount of \$450.00 deposit was collected. The

tenant stated on their application the security and pet damage deposits were \$490.00 each deposit.

The landlord testified that they had personally served the tenant with a 1 Month Notice on January 13, 2022 on the following grounds:

1. The tenant has allowed an unreasonable number of occupants in a rental unit.
2. The tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord;
3. The tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlords;
4. The tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk;
5. The tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to damage the landlord's property;

The landlord testified that the tenant and their guest have, and continue to, engage in behaviour that has significantly disturbed the other tenants in the building. The landlord testified that the tenant has provided access to unauthorized persons into the secured building. The tenant frequently has many guests who have disturbed the other tenants, and the tenant has stolen a campfire ring, and started a campfire outside. The landlord testified that the tenant and their guest have impacted the other tenants' right to quiet enjoyment of their homes.

The landlord testified that the tenant has received many warnings, but the tenant has failed to change their behaviour.

Analysis

Section 55(1) of the *Act* reads as follows:

- 55** (1) 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.

A copy of the 1 Month Notice was submitted by the tenant for this hearing, and the landlord confirmed the details of the 1 Month Notice under oath in the hearing. I find that the landlord's 1 Month Notice complies with section 52 of the *Act*, which states that the Notice 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, and (e) when given by a landlord, be in the approved form.

Based on my decision to dismiss the tenant's application for dispute resolution and pursuant to section 55(1) of the *Act*, I find that this tenancy ended on the effective date of the 1 Month Notice, February 28, 2022. As the tenant has not moved out, I find that the landlord is entitled to a 2 day Order of Possession. The landlord will be given a formal Order of Possession which must be served on the tenant. If the tenant does not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

Conclusion

I dismiss the tenant's entire application without leave to reapply. I find that the landlord's 1 Month Notice is valid and effective as of February 28, 2022.

I grant an Order of Possession to the landlord effective two **days after service of this Order** on the tenant(s). Should the tenant(s) 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: April 22, 2022

Residential Tenancy Branch