



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PCPM LTD as agent for Countess Gardens
Inc and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to section 47 of the *Residential Tenancy Act* (the "Act") for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the "1 Month Notice").

This matter was set for hearing by telephone conference call at 9:30 am on this date. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time was the agent for the corporate respondent.

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 agent of the landlord, provides the address of the rental unit, the effective date of the notice, and the grounds for the tenancy to end.

The 1 Month Notice of March 11, 2022 provides the following as the reasons for the tenancy to end:

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

- *significantly interfered with or unreasonably disturbed another occupant or the landlord;*
- *seriously jeopardized the health or safety or lawful right of 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;

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

I accept the undisputed evidence of the landlord that the tenant has engaged in behaviour that would reasonably be considered a disturbance and interference including engaging in hostile interactions, physical altercations and assaulting other occupants of the rental complex and the landlord's staff. I accept the testimony of the landlord's agent that the behaviour has not diminished since the issuance of the 1 Month Notice and the tenant has increased their incidents of hostile and aggressive behaviour.

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: July 8, 2022

Residential Tenancy Branch