



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes

For the Tenant: CNC
For the Landlord: OPC

Introduction

This hearing was convened as the result of the cross-applications of the parties for dispute resolution seeking remedy under the Residential Tenancy Act (Act).

The Tenant applied for the following:

- an order cancelling the One Month Notice to End Tenancy for Cause (Notice/One Month Notice) issued by the landlord.

The Landlord applied for the following:

- an order of possession of the rental unit pursuant to the One Month Notice issued to the Tenant.

The Tenant's advocate attended the hearing; however, the Tenant did not attend the hearing. The Landlord's agents attended the hearing. All parties were affirmed.

The Landlord was served by courier on December 13, 2024, by the Tenant's advocate and the Landlord through their agent confirmed receipt.

The Landlord's agent said they did not serve the Tenant with a notice of hearing, as the Tenant already had a hearing scheduled.

I have reviewed the oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Preliminary and Procedural Matters

The Landlord was required to serve the Tenant with their Notice of Dispute Resolution Proceeding, which included the application, notice of hearing, and evidence (Proceeding Package). As the Landlord did not, I dismiss the Landlord's application without leave to reapply.

The Tenant's advocate said that the Tenant was instructed to come to the advocate's office for the hearing and if they did not do so, the Tenant was told they would not represent the Tenant at the hearing and would only request an adjournment.

The Tenant failed to come to the advocate's office or otherwise attend their own hearing.

The parties were informed that I deny the advocate's request for an adjournment. No reason was provided why the Tenant could not attend the hearing. More importantly, the allegations raised in the Landlord's evidence against the Tenant which lead to the One Month Notice being issued were too serious to consider a delay in the proceedings.

Issue(s) to be Decided

Should the Landlord's One Month Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?

Background and Evidence

I have reviewed all evidence, but will refer only to what I find relevant for my decision.

The Landlord said that they took over this tenancy from the original Landlord on June 1, 2024. The tenancy originally began on April 13, 2021.

The One Month Notice was dated December 5, 2024, with an effective move-out date of December 31, 2024. The One Month Notice is required to have an effective move-out

date no earlier than one clear calendar month from the date on the Notice. The effected move-out date is corrected by the provisions of the Act, to January 31, 2025.

In their application, the Tenant confirmed receiving the Notice on December 5, 2024, by personal service, and the Tenant filed their application on December 12, 2024.

The causes listed on the One Month Notice are:

1. Tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant of the landlord
2. Tenant or a person permitted on the property by the 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 of the property

In the Details of the Causes, the Landlord wrote that on November 28, 2024, the building staff were alerted that the Tenant was in another tenant's room, threatening them with a knife to kill them. The building manager came to investigate, and the Tenant proceeded to yell at the building manager and threatened to harm her with a knife. Police were then called by staff.

The building manager testified and verified the contents of the narrative in the Details. They said that the Tenant began yelling, screaming and threatening her, calling her all the vulgar names typically used against females.

The building manager attempted to de-escalate the situation and talk to the Tenant, but the Tenant continued to yell and threaten the building manager, at which time the Tenant showed them the knife they had in their possession.

Analysis

In this case, the Tenant made an application to dispute the One Month Notice. I find it is reasonable to conclude that in the absence of the Tenant, and after the 20 minute hearing, that the Tenant is no longer disputing the Notice.

Rules 7.3 and 7.4 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.

7.4 Evidence must be presented

Evidence must be presented by the party who submitted it, or by the party's agent. If a party or their agent does not attend the hearing to present evidence, any written submissions supplied may or may not be considered.

The advocate said they no longer represented the Tenant because a term of their agreement required the Tenant to attend the hearing.

Accordingly, in the absence of any evidence or submissions from the Tenant at the hearing, I order the Tenant's application dismissed in full, without leave to reapply. As a result, I order the tenancy ends on January 31, 2025, the corrected effective date of the Notice.

Upon review, I find the Notice was on the RTB approved form with content meeting the statutory requirements under section 52 the Act. Given the above, pursuant to section 55(1) of the Act, I must grant an order of possession of the rental unit to the Landlord.

Having reviewed the Landlord's undisputed evidence, I find the Landlord had sufficient cause to end the tenancy. I make this finding based on the threats of violence with a weapon.

I grant the Landlord an order of possession of the rental unit effective and enforceable **at 1:00 pm on January 31, 2025.**

Should the Tenant fail to vacate the rental unit pursuant to the terms of the order after being served, this order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court.

The Tenant is informed that they may be responsible to the Landlord for bailiff fees if enforcement is necessary.

Conclusion

The Tenant's application is dismissed in full.

The Landlord is granted an order of possession effective **1:00 pm on January 31, 2025**, after service on the Tenant.

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 13, 2025

Residential Tenancy Branch