



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Municipal Affairs

A matter regarding ELIZABETH FRY HOUSING SOCIETY and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with the Tenant's two Application for Dispute Resolution (applications) seeking remedy under the *Residential Tenancy Act* (Act) for an order cancelling the two One Month Notices to End Tenancy for Cause (Notice/One Month Notice) issued by the Landlord.

The Tenant did not attend the hearing. The Landlord's representatives (Landlord) attended and were affirmed.

The Landlord testified that they had not been served either of the Tenant's two Notices of Dispute Resolution Proceeding, which included the application, notice of hearing, and evidence (Proceeding Package).

For this reason, I find the Tenant provided insufficient evidence that they served either of their proceeding packages to the Landlord.

### **Issues to be Decided**

Should either of the two One Month Notices be cancelled or enforced?

### **Background and Evidence**

I have reviewed all evidence and testimony of the Landlord, but will refer only to what I find relevant for my decision.

A written tenancy agreement was filed in evidence by the Tenant, showing a tenancy start date of November 15, 2024 and monthly rent of \$640.

The Tenant filed a copy of the two One Month Notices served to them.

In the first application, the One Month Notice filed in evidence by the Tenant was dated January 15, 2025, and listed an effective date of February 28, 2025. In their application, the Tenant said the One Month Notice was delivered on January 28, 2025, when it was attached to their door. The Tenant filed and completed their application on February 3, 2025.

In their second application, the One Month Notice was dated February 15, 2025, and listed an effective move-out date of February 28, 2025. The Landlord testified that the One Month Notice was attached to the Tenant's door on January 15, 2025. In their application, the Tenant said the One Month Notice was delivered on January 15, 2025, when it was attached to their door. The Tenant filed and completed their application on January 23, 2025.

The Landlord testified that they served that Notice on January 15, 2025, and later on, realized the Notice had not been signed by the Landlord. I note that this One Month Notice in addition to not being signed by the landlord was also dated February 15, 2025, rather than January 15, 2025.

The causes listed on the One Month Notice are:

1. Tenant has allowed an unreasonable number of occupants in the rental unit and property
2. Tenant is repeatedly late paying rent
3. Tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord
4. 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 landlord.

While waiting for the Tenant to attend the hearing, the Landlord provided testimony on why they issued the One Month Notice, including the following:

The Tenant paid the rent late in June, September, October, November and December 2024, and as of January 15, 2025, the rent remained unpaid.

Additionally, the Tenant has allowed two extra occupants in the rental unit, when only they and their child are allowed, and that the Tenant has guests coming and going all during the nights, for quick, 5 minute visits, disturbing all their neighbours all night long. Further the Tenant has guests, who appear to be extremely intoxicated, wander throughout the complex at all hours, disturbing other occupants.

The Landlord said the short, 5 minute visits all night long from different people suggests drug dealing activity, but they do not have proof of this.

The Landlord said that other occupants are afraid of the Tenant and for this reason, are afraid to write statements or attend a hearing.

## **Analysis**

In this case, the Tenant made an application to dispute both One Month Notices. I find it is reasonable to conclude that in the absence of the Tenant, and after the 22-minute waiting period during the hearing, that the Tenant is no longer disputing the 1 Month 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.

Accordingly, in the absence of the Tenant or any evidence or submissions from the Tenant at the hearing, I order the Tenant's two applications dismissed in full, without leave to reapply.

Despite the testimony of the Landlord about the first One Month Notice being unsigned, and in this case, dated February 15, 2025, instead of January 15, 2025, I find the One

Month Notice filed in evidence by the Tenant for their first application was signed and dated January 15, 2025, for an effective date of February 28, 2025. Upon review, I find that One Month 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 as noted in their undisputed testimony.

For this reason, I therefore grant the Landlord an order of possession of the rental unit effective and enforceable **at 1:00 pm on February 28, 2025, the effective date of the Notice, after service on the Tenant**, due to the safety risks and unreasonable disturbances posed by the Tenant and their guests.

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 **cautioned** that costs of such enforcement, **including bailiff fees**, are recoverable from the Tenant.

## Conclusion

The Tenant's two applications are dismissed in full, without leave to reapply.

The Landlord is granted an order of possession effective at 1:00 pm on February 28, 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: February 26, 2025

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Residential Tenancy Branch