



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NORTH ISLAND PROPERTIES  
LTD and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

On October 26, 2020, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") seeking to cancel a One Month Notice to End Tenancy for Cause dated October 19, 2020 ("the One Month Notice").

The matter was set as a teleconference hearing at 9:30 am on this date. The Landlord attended the hearing; however, the Tenant did not. The line remained open while the phone system was monitored for ten minutes and the Tenant / applicant did not call into the hearing during this time.

### Issue to be Decided

- Does the Landlord have sufficient cause/ reason to end the tenancy?
- Is the Landlord entitled to an order of possession for the rental unit??

### Background and Evidence

The Landlord testified that the tenancy began in May 2012 and is on a month to month basis. Rent in the amount of \$849.00 is due by the first day of each month. The Tenant paid the Landlord a security deposit of \$375.00.

The Landlord testified that he served the One Month Notice to the Tenant in person on October 19, 2020. The Notice has an effective date (the date the Tenant must move out) of November 30, 2020.

The Landlord cited the following reasons for ending the tenancy within the One Month Notice:



*Tenant has allowed an unreasonable number of occupants in the unit.*

*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*
- *Put the Landlord's property at significant risk*

*Tenant has engaged in illegal activity that has, or is likely to:*

- *Damage the Landlord's property*
- *Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the Landlord*
- *Jeopardize a lawful right or interest of another occupant or the Landlord*

*Tenant has caused extraordinary damage to the unit/site property /park*

The Landlord testified that the Tenant has become increasingly difficult and unpleasant to deal with and has disturbed other occupants of the rental property and caused damage to the property. The Landlord testified that other Tenants have ended their tenancies and moved out because of the ongoing disturbances by the Tenant.

The One Month Notice provides information for Tenants who receive the Notice. The Notice provides that a Tenant has the right to dispute the Notice within 10 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch.

The Tenant disputed the One Month Notice on October 26, 2020 within the required time period. The Tenant did not attend the hearing to pursue her application to cancel the One Month Notice.

The Landlord requested an order of possession for the rental unit.

### Analysis

The Tenant applied to dispute the One Month Notice but did not attend the hearing to pursue the application. The Tenant's application is dismissed. The tenancy has ended.

Under section 55 of the Act, when a tenant's application to cancel a notice to end tenancy is dismissed and I am satisfied that the notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the Landlord an order of possession.



I find that the One Month Notice issued by the Landlord meets the requirements for form and content.

I find that the Landlord is entitled to an order of possession effective two (2) days after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

### Conclusion

The Tenant did not attend the hearing to pursue the application to cancel the One Month Notice. The Tenant's application to cancel the One Month Notice to End Tenancy for Cause dated October 19, 2020 is dismissed.

The Landlord is granted an order of possession effective two (2) days 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 18, 2021

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Residential Tenancy Branch