



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Trafalgar Management Ltd (In Trust) and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      CNC

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a tenancy. The Tenant applied on February 25, 2022 for an order to cancel a One Month Notice to End Tenancy For Cause, dated February 18, 2022 (the One Month Notice).

The hearing started on time, and was attended by the Landlord, but not the Tenant. The Landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; she was also made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The Landlord testified she received the Tenant's Notice of Dispute Resolution Proceeding (NDRP) and evidence on an unknown date. Based on the Landlord's testimony, I find the Tenant served the NDRP and his evidence on the Landlord in accordance with section 89 of the Act.

The Landlord testified she served responsive evidence on the Tenant by taping it to the door on April 14, 2022. Based on the Landlord's undisputed testimony, I find she served responsive evidence on the Tenant on April 14, 2022, in accordance with section 88 of the Act, and deem it received by the Tenant on April 17, 2022, in accordance with section 90 of the Act.

Preliminary Matter

As the Tenant did not attend the hearing, I dismiss his application to cancel the One Month Notice.

Issue to be Decided

Is the Landlord entitled to an order of possession?

Background and Evidence

The Landlord confirmed the following regarding the tenancy. It began September 1, 2013; rent is \$877.00, due on the first of the month; and the Tenant paid a security deposit of \$375.00, which the Landlord still holds.

The Landlord testified she served the One Month Notice on the Tenant by posting it to the door on February 18, 2022. The Tenant's application indicates he received the Notice on February 19, 2022.

A copy of the One Month Notice is submitted as evidence. The Notice is signed and dated by the Landlord, gives the address of the rental unit, states the effective date, states the reasons for ending the tenancy, and is in the approved form.

The One Month Notice indicates the tenancy is ending because:

- the 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; and
- the 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 Landlord.

The Details of Cause(s) section states: "Tenant repeatedly yells and bangs items in suite at all hours of day and night, disturbing other tenants in adjacent suites. This despite repeated requests and notices to cease and desist."

The Landlord testified that she is still getting complaints from other tenants almost daily about the noise the Tenant is producing.

The Landlord testified that the Tenant screams at all hours, for hours at a time; then may slam something in the unit; then sometimes screams and slams things at the same time. The Landlord testified she has heard the sounds herself.

The Landlord testified that the noise from the Tenant has been an ongoing issue.

Complaint letters from other tenants are submitted as evidence, along with warning letters from the Landlord.

### Analysis

Based on the Landlord's testimony and the evidence before me, I find the Landlord served the Tenant the One Month Notice on February 18, 2022, in accordance with section 88 of the Act. Based on the statement in his application, I find the Tenant received the One Month Notice on February 19, 2022.

As it is signed and dated by the Landlord, gives the address of the rental unit, states the effective date, states the reasons for ending the tenancy, and is in the approved form, I find the One Month Notice meets the form and content requirements of section 52 of the Act.

The Landlord has provided affirmed undisputed testimony and documentary evidence that the Tenant is frequently screaming and slamming things in his unit, which is disturbing other tenants.

Section 55 of the Act states:

#### **Order of possession for the landlord**

**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.

As I find the One Month Notice complies with section 52 of the Act, and I have dismissed the Tenant's application to dispute the Notice as he has not attended the hearing, I find the Landlord is entitled to an order of possession.

As the Landlord testified that the Tenant has paid rent for the month, the tenancy will end at 1:00 p.m. on April 30, 2022.

Conclusion

The One Month Notice is upheld.

The Landlord is granted an order of possession which will be effective 1:00 p.m. on April 30, 2022.

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 25, 2022

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Residential Tenancy Branch