



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an application by tenant seeking an order to set aside a One Month Notice to End Tenancy for Cause. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to have the Notice set aside?

Background and Evidence

The tenancy began on or about December 24, 2009. Rent in the amount of \$640.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$270.00. The landlord issued a One Month Notice to End Tenancy for Cause on October 26, 2011 with an effective date of November 30, 2011.

The landlord testified to the following; the tenant was wilfully damaging the property by going around the building pouring glue in the hallways and on handrails, pouring glue on other tenant's locks causing some of the tenants to be locked in their unit while others were locked out, the tenant was using a hammer and going around the building hammering door handles and damaging them.

The tenant's testified to the following; the landlord has been harassing them to move out for almost a year, the harassment began after the male tenant had been "escorted" off

of the property by the local police after having a “nervous mental breakdown”, and adamantly denies the allegations as made by the landlord.

Analysis

The landlord provided video evidence of the events as purported by him to both the tenant and the Branch. The tenant’s response was that the video “doesn’t show anything but some damage that happened but doesn’t prove we did anything”.

I do not agree with the tenant. The video evidence clearly shows the tenant causing damage to the landlord’s property wilfully and with reckless abandon. The video evidence supports the landlord’s claim. The landlord made an oral application for an order of possession during the hearing. Based on the above facts I find that the landlord is entitled to an order of possession. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The tenants have not been successful in their application.

The One Month Notice to End Tenancy for Cause dated October 26, 2011 remains in full effect and force.

Conclusion

The tenant’s application is dismissed.

The landlord is granted an order of possession.

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: November 22, 2011.

Residential Tenancy Branch