



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 the tenant's application pursuant to section 47 of the *Residential Tenancy Act* (the *Act*) for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice).

The landlord attended the hearing, the tenant did not. As the tenant is the applicant in this matter, I am satisfied that they were aware of today's hearing, accordingly; I proceeded and completed the hearing in their absence. The landlord was given full opportunity to present evidence and make submissions.

The landlord provided undisputed testimony and documentation that the tenant was served with their evidence on November 8, 2018. I am satisfied that the landlord served their evidence to the tenant in accordance with sections 88 and 90 of the Act.

Issues(s) to be Decided

Should the landlord's 1 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Background and Evidence

The tenancy began about four years ago. Monthly rent is set at \$675.00, payable in advance on the first of each month.

The landlord's 1 Month Notice cited the following reasons for seeking an end to this tenancy for cause.

Landlord's notice: cause

47 (1) *A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:*

(c) there are an unreasonable number of occupants in a rental unit;

(d) the tenant or a person permitted on the residential property by the tenant has

(i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,

(ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or

(iii) put the landlord's property at significant risk;

(e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that

(i) has caused or is likely to cause damage to the landlord's property,

(ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or

(iii) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;

(f) the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to a rental unit or residential property;

The landlord testified that the tenants are engaging in criminal activity with drug distribution and use in the unit. The landlord testified that the unit has extensive damage and items strewn about. The landlord testified that the unit has become a fire hazard. The landlord testified that there are at least six occupants in the unit that don't belong and that are always doing drugs. The landlord testified that despite numerous warnings the tenants have not changed their behaviour. The landlord testified that other tenants have complained countless times about the tenant and the people that keep coming and going there at all times of the day.

With respect to the first of these reasons, the landlord provided undisputed sworn testimony supported by written evidence that the tenant was late in paying the rent on

Analysis

When a landlord issues a notice under section 47 of the Act they bear the responsibility to provide sufficient evidence to support the issuance of that notice. Based on the landlords extensive documentation and undisputed testimony, they have proven each of the grounds on their notice. I find that the tenancy must end.

Section 55 of the *Act* reads in part as follows:

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.

I find that the landlord's 1 Month Notice was issued on the correct form and included all of the required information in order to comply with section 52 of the *Act* as to the form and content of that Notice. I dismiss the tenant's application to cancel the 1 Month Notice and issue the landlord an Order of Possession in accordance with section 55(1) of the *Act*. The landlord issued the Notice on October 2, 2018 with an autocorrected effective date of November 30, 2018. I find that the Notice is in full effect and force. The tenancy is terminated.

Conclusion

I dismiss the tenant's application to cancel the 1 Month Notice. I grant an Order of Possession to the landlord. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 20, 2018

Residential Tenancy Branch