



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Welbeck Quesnel Ltd  
and [tenant name suppressed to protect privacy]

## **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").

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The corporate landlord was represented by its agents. Agent PK primarily spoke on behalf of the landlord (the "Landlord").

The parties were made aware of Residential Tenancy Rule of Procedure 6.11 prohibiting recording dispute resolution hearings and the parties each testified that they were not making any recordings.

As both parties were present service was confirmed. The parties each testified that they received the respective materials and based on their testimonies I find each party duly served in accordance with sections 88 and 89 of the *Act*.

### Issue(s) to be Decided

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

## Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the claim and my findings around each are set out below.

The parties agree on the following facts. The tenant was an occupant of another rental unit in the same building. The parties entered into a new tenancy agreement to commence on April 1, 2021 where the tenant would occupy a different suite in the rental building. The tenant took possession of the rental unit a few days prior to the start date on the signed tenancy agreement.

The landlord received multiple complaints regarding the tenant's behaviour, the number of visitors they allowed into the rental building, and their conduct. The landlord submits that they were informed by the local police that the tenant is known to them and suspected of selling drugs out of the rental property.

The landlord issued a 1 Month Notice dated March 31, 2021. The reasons provided on the notice for the tenancy to end is that:

*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.*

Subsequent to the 1 Month Notice being served on the tenant there have been a number of police incidents in the rental unit including one in which a large amount of fentanyl, cash and weapons were seized. The landlord submitted into documentary evidence news reports about the police action taken at the rental building.

The tenant disputes that they are selling drugs from the rental building. The tenant testified that they allow a large number of homeless individuals into the rental building to provide them access to facilities and amenities. They claimed that they have only given keys to the rental building to certain family members and are not involved in the drug trade.

### Analysis

Section 47 of the *Act* provides that upon receipt of a notice to end tenancy for cause, the tenant may, within ten days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant files an application to dispute the notice, the landlord bears the burden to prove, on a balance of probabilities, the grounds for the 1 Month Notice.

The landlord must show on a balance of probabilities, which is to say it is more likely than not, that the tenancy should be ended for the reasons identified in the 1 Month Notice.

I am satisfied by the totality of the evidence before me that there have been illegal activities conducted by the tenant which have adversely affected the other occupants of the building and the landlord such that it gives rise to an end of the tenancy. The landlord provided some information about the nature of the illegal activity and the complaints they received from the other occupants of the multi-unit rental building. While no copies of complaints were submitted into documentary evidence I am satisfied with the cogent testimony of the Landlord, that there have been multiple complaints about the tenant. I further accept that the local police have indicated to the landlord that the tenant is a person involved in criminal activities.

I find the tenant's explanations of their conduct to have little credibility. I find the tenant's attempt to characterize themselves as a Samaritan who administers to the homeless and precariously housed population of the community to have little air of reality. The tenant's testimony included multiple attempts at disputing specific illegal activities that were not suggested by the landlord in their testimony or written submissions. I find the tenant's attempt to proactively dispute their involvement in the specific of illegal activities that were not raised to strongly imply the tenant is involved in these activities.

Ultimately, I find sufficient evidence to find on a balance of probabilities that there have been illegal activities conducted by the tenant which has adversely affected the other occupants of the rental building and the landlord and which poses serious risk of damage to the rental property. I find sufficient basis for the issuance of the 1 Month Notice. I therefore dismiss the tenant's application.

I find the 1 Month Notice meets the form and content requirements of section 52 of the Act as it is dated and signed by the landlord's agent, provides the address of the rental unit, identifies the parties and gives the reason for the tenancy to end. Accordingly, I issue an Order of Possession in the landlord's favour. As the effective date of the notice has passed I issue an Order effective 2 days after service on the tenant.

### Conclusion

The tenant's application is dismissed without leave to reapply.

I grant an Order of Possession to the landlord effective **2 days after service on the tenants**. Should the tenant or any occupant on the premises 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: July 26, 2021

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Residential Tenancy Branch