



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

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

### Issues to be Decided

Are the tenants entitled to have the notice set aside?

### Background and Evidence

The tenancy began on or about August 15, 2012. Rent in the amount of \$750.00 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 \$375.00.

The landlord gave the following testimony:

The landlord stated that all tenants must sign a crime free housing addendum to their tenancy agreement. The landlords stated that the subject tenants signed the agreement. The landlords stated that the agreement prohibits any drugs such as marijuana or cocaine to be used on the property. The landlords stated that shortly after the tenants moved in they began smoking marijuana almost daily in the suite and on the property. The landlord issued six warning letters to the tenant to cease smoking marijuana along with complaint letters from other tenants. The landlords' stated that they had asked the tenant on numerous occasions to provide a medical certificate to support her claim that it was medical marijuana required for her cancer. The landlords

stated that they have great concerns for other tenants as they have already had tenants move out due to this ongoing situation. The landlords issued a One Month Notice to End Tenancy for Cause dated July 31, 2013 with an effective date of August 31, 2013.

The tenant gave the following testimony:

The tenant stated that when she first moved in the landlords were aware that she had cancer and that they were fine with her using marijuana for treatment. The tenant stated that the landlords had not given her any written or verbal warnings until she received a notice to end tenancy on July 31, 2013. The tenant stated that the landlords were very helpful in helping her obtain the suite and were fully aware of her need to smoke marijuana. The tenant stated that she feels like she's being bullied and that she should be allowed to continue living at this location.

### Analysis

When a landlord issues a notice under Section 47 they must provide the basis for that notice. The landlords issued a notice to end tenancy for cause for the following:

"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 or the landlord."

The tenant stated that the landlords have not provided her with a warning letter until it was submitted as evidence for this hearing. The landlords stated that they had posted notices on the tenants' door numerous times. The landlords also stated that they verbally discussed this matter with the tenant since September 2012. I accept that the landlord posted the notices on the tenants' door each time since September 2012 and that the tenant has not changed or rectified her behavior. The tenant stated that the letters of complaint "were made up in the past couple of weeks". I accept that the letters are authentic and that the landlords have received complaints about the subject tenants. The landlords requested on numerous occasions for the tenant to provide a doctor's note or prescription for the marijuana however the tenant never did. The tenants

provided a card on the day the landlord filed for dispute resolution however the card is not helpful as it does not provide any information or legal authorization. Based on all of the above and on the balance of probabilities I find the One Month Notice to End Tenancy for Cause dated July 31, 2013 with an effective date of August 31, 2013 to be in full effect and force. The landlords advised that the tenant's have paid their rent for the month of September.

The landlord's oral application for an order of possession pursuant to Section 55 of the Act is granted. The tenants must be served with the order of possession. Should the tenants 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. Due to the timing of this hearing and the aforementioned payment I order that the order of possession take effect at 1:00 p.m. on September 30, 2013.

The tenants have not been successful in their application.

### Conclusion

The landlord is granted an order of possession. The tenancy is terminated.

The tenants' application is dismissed.

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: September 16, 2013

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Residential Tenancy Branch

