



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OLC, LRE, LAT, FF

### Introduction

This hearing dealt with an application by the tenant seeking to have a One Month Notice to End Tenancy for Cause set aside, a monetary order for money owed or compensation for damage or loss suffered under the Act, regulations or the tenancy agreement, an order to have the landlord comply with the Act, regulation or the tenancy agreement, an order to suspend or set conditions on the landlords right to enter the rental unit, and an order to authorize the tenant to change the locks to the rental unit. This matter was originally scheduled to be heard on September 23, 2013 however both parties requested to exchange further evidence and the matter was adjourned to today's date. The matter proceeded and concluded today. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issues to be Decided

Is the tenant entitled to any of the above under the Act, regulation, or the tenancy agreement?

### Background and Evidence

The tenancy began on or about February 15, 2013. Rent in the amount of \$900.00 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 \$450.00 and \$150.00 pet deposit.

The landlord gave the following testimony:

The landlord stated that he had received several complaints from other tenants in this four-plex that the subject tenants were smoking marijuana in their suite. The landlord stated that this was in direct contravention of their tenancy agreement. The landlord stated that he had ongoing discussions as well as e-mail correspondence with the tenant to correct this behaviour. The landlord stated that he was concerned that the tenants' actions could result in his insurance being void. The landlord stated that he had agents give proper notice to the tenants that he wished to enter the unit for inspection. The landlord stated that the tenants physically blocked access to the unit on numerous occasions. The landlord stated these agents were the same agents that showed the tenants the suite when they first rented it as well as the agents that had them fill out the tenancy agreement.

The landlord stated that he hired bailiffs to conduct an inspection after proper notice was posted on the tenants' door for three days. The landlord stated that the tenants still refused access to the unit. The landlord stated that the local police attended and seized one large marijuana plant. The landlord issued a One Month Notice to End Tenancy for Cause on August 16, 2013 with an effective date of September 30, 2013. The landlord stated that he has cautioned the tenants on numerous occasions but to no prevail. The landlord stated the tenants have not allowed access as of today's hearing and continue to smoke marijuana in the unit. The landlord requests an order of possession.

The tenant gave the following testimony:

The tenant denies that he smokes marijuana in the suite. The tenant stated that the smoke was coming from other units. The tenant stated that if the landlord provided proper notice he would not block access. The tenant stated that the agents the landlord was using are fellow tenants. The tenant stated that he was never informed that these fellow tenants were designated agents for this property. The tenant stated that the

tenancy agreement allows the tenant one parking space but the landlord painted over the lines and did not provide that service.

### Analysis

When a landlord issues a notice under Section 47 they must provide evidence for the cause of issuing that notice. The landlord issued the notice on the basis the tenant seriously jeopardized the health or safety of lawful right of another occupant or the landlord. The landlords' primary concern was to access the unit to ensure it met safety, health and legal standards. The landlord provided notice to enter the unit on multiple occasions and was denied access. The landlord gave testimony that he would post the notice and then wait three days as required to have it deemed served.

After the three days the landlords agent would attend yet the tenant still restricted access to the unit. The tenant and his advocate did not dispute this point. The landlord gave testimony that the tenant directly across the hall from the subject tenant complained on numerous occasions of marijuana smoke coming from the subject tenants unit. The landlord stated the tenant has not corrected his behaviour and orally requests an order of possession.

I have reviewed the documentation submitted by both parties and considered the evidence before me. I found the landlords to be clear, concise and consistent when providing information. I did not find the tenants testimony compelling. The tenant gave little in way of disputing testimony other than saying "the smoke must have come from somewhere else". 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 One Month Notice to End Tenancy for Cause dated August 16, 2013 with an effective date of September 30, 2013 remains in full effect and force, the tenancy is terminated.

The tenant is seeking a monetary order for loss of use to a parking spot and other agreed to services. The tenant did not provide sufficient evidence to prove that claim and I dismiss that portion of the tenant's application.

The tenant applied to address many other issues regarding the tenancy however as I have deemed this tenancy to end I dismiss the remainder of the tenants application in its entirety.

The tenants have not been successful in their application.

### Conclusion

The landlord is granted an order of possession.

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

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: October 21, 2013

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Residential Tenancy Branch

