



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Regent Hotel  
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. The landlord participated in the conference call hearing but the tenant(s) did not. The tenant is the applicant in this matter and chose not to dial in or submit any evidence. The hearing proceeded in the tenants' absence. The landlord gave affirmed evidence.

### Issues to be Decided

Is the tenant entitled to have the notice to end tenancy set aside?

### Background and Evidence

The tenancy began on or about March 1, 2014. Rent in the amount of \$425.00 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 \$212.50

The landlord gave the following testimony:

The landlord stated that the tenant has been smoking crack cocaine in his unit. The landlord stated that the tenant had been warned verbally numerous times. The landlord stated that the tenant was given two written letters of warning about his behaviour. The landlord stated that the tenant has continued to smoke crack cocaine in his unit. The landlord stated that the tenant is allowing non residents to stay in his unit. The landlord stated the tenant has a constant flow of people coming and going in his unit. The landlord has grave concerns as the tenants behaviour is escalating in a negative fashion. The landlord stated that his behaviour has become worse and has been unable to resolve these issues with the tenant. The landlord stated that a One Month Notice to End Tenancy for Cause with an effective date of May 31, 2014 was personally served on the tenant with a witness present on April 24, 2014.

### Analysis

I accept the landlord's undisputed testimony and I find that the tenant was served with a notice to end tenancy. When a landlord issues a notice under Section 47 of the Act they bear the responsibility of providing sufficient evidence to support the issuance of that notice. The landlord issued the notice on many grounds. The landlord has provided sufficient evidence to support the notice on several grounds. One of those grounds is "that 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". I find that the tenancy must be terminated. The landlord has made a written and oral request for an order of possession pursuant to Section 55 of the Act. . 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 tenant has not been successful in his application.

### Conclusion

The One Month Notice to End Tenancy for Cause dated April 24, 2014 with an effective date of May 31, 2014 is confirmed and remains in full effect and force. The tenancy is terminated. The landlord is granted an order of possession.

The tenants' 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: June 17, 2014

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Residential Tenancy Branch

