



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: CNC OPC

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) To cancel a notice to end tenancy for cause pursuant to section 47.

Service:

The Notice to End Tenancy is dated June 15, 2014 to be effective July 30, 2014 and the landlord gave sworn evidence it was served personally. The landlord confirmed they personally received the Application for Dispute Resolution. I find the documents were legally served for the purposes of this hearing.

### **Issue(s) to be Decided:**

Has the landlord proved on the balance of probabilities that there is sufficient cause to end the tenancy or is the tenant entitled to any relief? Is the landlord entitled to an Order of Possession if the tenant is unsuccessful in the application?

### **Background and Evidence**

The tenant/applicant did not attend the hearing and after ten minutes was still not in attendance. The landlord was given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy commenced about 5 years ago, his father used to assist the tenant but no longer does, rent is \$600 a month and a security deposit of \$300 was paid about 5 years ago. The landlord served a Notice to End Tenancy for the following reasons:

- a) The tenant has engaged in illegal activity that has, or is likely to:  
Damage the landlord's property
- b) The tenant has caused extraordinary damage to the unit/site or property park.

The landlord gave sworn evidence that the tenant or his guests had kicked in a door, broken the door jamb and ripped off light fixtures in the kitchen and bathroom. He said he had photographs and another tenant witnessed it; he was prepared to send these in

as evidence if he had to bring an application. The landlord requested an Order of Possession effective as soon as possible if the tenant is unsuccessful in this Application.

Included with the evidence is the Notice to End Tenancy. The tenant said in his Application that he did not agree but he provided no details or other documentary evidence to support his position.

On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

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**Analysis:**

The onus is on the landlord to prove on a balance of probabilities that they have good cause to evict the tenant. I find the evidence of the landlord credible in respect to the causes cited, namely, that the tenant has done extraordinary damage to the landlord's property. I find that kicking in a door, breaking a door jamb and ripping off light fixtures would be defined as extraordinary damage. Although the tenant said he did not agree on the Application, he submitted no evidence and did not attend to support his position. I dismiss the Application of the tenant to set aside the Notice to End Tenancy. The tenancy is at an end. Pursuant to sections 47 and 55 and the landlord's oral request in the hearing, I find the landlord entitled to an Order of Possession effective two days from service.

**Conclusion:**

The Application of the Tenant to set aside the Notice to End Tenancy is dismissed. The tenancy is at an end on July 30, 2014 as per the Notice to End Tenancy. An Order of Possession is issued to the landlord effective two days from service. No filing fee was involved.

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 11, 2014

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Residential Tenancy Branch

