



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BOLLYWOOD HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNC

Introduction

The tenant applied under the *Residential Tenancy Act* (the “Act”) to cancel a 1 Month Notice to End Tenancy for Cause (the “1 Month Notice”) dated February 27, 2016.

The tenant and an agent for the named landlord company (the “agent”) attended the teleconference hearing. At the start of the hearing I introduced myself and the participants. The parties had the opportunity to submit documentary evidence prior to this hearing, to present affirmed oral testimony evidence and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

The tenant confirmed that he received and reviewed the landlord’s evidence served upon him and that he did not serve any evidence in response to the landlord’s evidence. I find the tenant was sufficient served with the landlord’s evidence which included documentary evidence including colour photos, and a DVD containing security footage.

Issue to be Decided

- Should the 1 Month Notice to End Tenancy for Cause be cancelled?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A month to month tenancy agreement began on September 15, 2013. Monthly rent in the amount of \$475.00 is due on the first day of each month. The parties agreed that the tenant paid a security deposit of \$238.00 at the start of the tenancy.

The tenant confirmed that he was served with a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") dated February 27, 2016 on February 28, 2016 which was posted to his door. The 10 Day Notice alleges nine causes.

The tenant disputed the 1 Month Notice on March 9, 2016, which is within 10 days of being served with the 1 Month Notice as provided for under section 47 of the Act. The effective vacancy date on the 1 Month Notice is listed as March 31, 2016.

The landlord presented evidence regarding the first cause which is listed as "Tenant has engaged in illegal activity that has, or is likely to damage the landlord's property." The landlord presented colour photos which are still photos of the DVD security footage and also supplied the DVD video security surveillance footage also. The landlord testified that the tenant was caught on camera stealing the security cameras on February 20th and 21st of 2016. The tenant denied that he stole any security cameras on either date and that it was not him in the video surveillance footage other than him reaching up to one of the cameras during the day and, according to the tenant, "trying to put it back up as it was hanging down by the wires".

The landlord stated that on February 20, 2016, two people dressed in white outfits that appear to be painter outfits used a ladder to climb up to an outside security camera and are caught on a different camera stealing a security camera. The tenant denied that he was involved. When the DVD footage was paused when the rear person looked into the window and his reflection was caught on camera, it appears to match the photo of the tenant which was taken during the next day when the tenant admits to reaching up to a different security camera, while standing on his bike for support.

Regarding the daylight photos and video footage, the tenant does not deny that it is him in the video footage and pictures, but denies that he was stealing the camera. The video footage does not show the camera hanging down by the wires until the very end after the tenant was struggling with the camera for a few seconds and then the video ends abruptly.

The landlord stated that she called the police and that the police felt that it was the tenant who stole the video cameras based on the video surveillance footage. The tenant was advised during the hearing that the tenancy was ending as I found that the video footage clearly supports that the tenant was removing the security camera and not attempting to secure it or put it back from a hanging position as claimed by the tenant. As a result, I did not find it necessary to consider the remaining eight causes listed on the 1 Month Notice.

Analysis

Based on the documentary and video evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

1 Month Notice to End Tenancy for Cause – The 1 Month Notice is dated February 27, 2016 and has an effective vacancy date of March 31, 2016. The tenant disputed the 1 Month Notice within the 10 day timeline as provided under section 47 of the *Act*. The onus of proof is on the landlord to prove that the 1 Month Notice is valid. The landlord provided several colour photos and video surveillance which I find clearly supports that the tenant has engaged in illegal activity that has damaged the landlord's property. I find the tenant's version of events contradict the video surveillance footage and as a result, I prefer the testimony of the landlord over that of the tenant. I do not find the tenant to be credible as a result. I also find that the image on the DVD video matched the tenant and find that it is more likely than not that the tenant was involved in both the February 20, 2016 incident and February 21, 2016 incident where multiple security cameras were stolen and the recordings submitted in evidence of both incidents.

Based on the above, I find the landlord has met the burden of proof and **I dismiss** the tenant's application in full, **without leave to reapply. I uphold** the landlord's 1 Month Notice. Section 55 of the *Act* applies and states:

Order of possession for the landlord

55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, **the director must grant to the landlord an order of possession of the rental unit if**

(a) **the landlord's notice to end tenancy complies with section 52 [form and content of notice to end tenancy], and**

(b) **the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.**

[my emphasis added]

Given the above **I grant** the landlord an order of possession effective **two (2) days after service on the tenant** as the effective vacancy date listed on the 1 Month Notice, March 31, 2016, has passed. As indicated above, I do not find it necessary to consider any of the other eight causes as the landlord has provided sufficient evidence to prove the first cause.

Conclusion

The tenant's application is dismissed, without leave to reapply. The tenancy ended on March 31, 2016.

The landlord has been granted an order of possession effective two (2) days after service on the tenant. This order must be served on the tenant and may be enforced in the Supreme Court of British Columbia.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: April 21, 2016

Residential Tenancy Branch