



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPC, O, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession issued for cause pursuant to section 55;
- authorization to recover his filing fee for this application from the tenants pursuant to section 72.

The landlord attended the hearing via conference call and provided undisputed affirmed testimony. The tenants did not attend or submit any documentary evidence. The landlord stated that the tenants were served with the notice of hearing package in person on October 22, 2016. The landlord relies upon his witness/father who provided affirmed testimony that he was present on October 22, 2016 when the landlord personally gave the notice of hearing package and the submitted documentary evidence to the tenant, D.S.

I accept the undisputed affirmed evidence of the landlord and find that the tenants were properly served as per sections 88 and 89 of the Act. The tenants are deemed served on October 22, 2016 as per section 90 with the notice of hearing package and the submitted documentary evidence.

During the hearing the landlord withdrew one portion of the reasons for cause listed on the 1 Month Notice:

*Tenant knowingly gave false information to prospective tenant or purchaser of the rental unit/site or property/park.*

As such no further action is required for this portion of the landlord's notice.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for cause?

Is the landlord entitled to a monetary order for recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on December 21, 2015 on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement dated December 21, 2015. The monthly rent is \$1,375.00 payable on the 1<sup>st</sup> day of each month and a security deposit of \$687.50 was paid.

The landlord provided affirmed testimony that the tenants were served with the 1 Month Notice dated August 26, 2016 in person on August 27, 2016. The 1 Month Notice sets out an effective end of tenancy date of September 30, 2016 and 11 reasons for cause as:

Tenant is repeatedly late paying rent.

Tenant has allowed an unreasonable number of occupants in the unit/site.

Tenant or a person permitted on the property has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord.

- seriously jeopardized the health or safety or lawful right of another occupant or the landlord.

- put the landlord's property at significant risk.

Tenant has engaged in illegal activity that has, or is likely to:

- damage the landlord's property.

- jeopardize a lawful right or interest of another occupant or the landlord.

Tenant has caused extraordinary damage to the unit/site or property/park.

Tenant has not done required repairs of damage to the unit/site.

Tenant has assigned or sublet the rental unit/site without landlord's written consent.

The landlord has provided undisputed affirmed testimony that the tenant was late paying rent on the following occasions:

February 1, 2016     Rent Paid February 9, 2016

March 1, 2016	Rent Paid March 6, 2016
April 1, 2016	Rent Paid April 11, 2016
September 1, 2016	Rent Paid September 4, 2016

The landlord stated that the tenants agreed to direct deposit rent into his bank account and that his bank statements will show that the tenants paid rent late on these four occasions.

The landlord provided undisputed affirmed testimony that the tenants have allowed between 12-15 additional persons to reside at the rental unit which is contrary to the agreed number of 4 persons. The landlord stated that these additional persons are an ongoing problem causing multiple neighborhood complaints of noise, unsightly appearance, high foot traffic and suspicious activities on a daily basis. The landlord referred to a copy of a letter issued by the City Building Inspector dated July 28, 2016 in which an inspection was made. The letter references 3 Bylaw Offence Notices issued for missing/broken windows, unsafe electrical and a large quantity of garbage and debris on the property. The letter refers to 17 calls for service from January 2016 to the date of the letter with the majority of calls occurring within the last 3 months. "The calls have all been negative, ranging from drugs, uttering threats, weapon possession, and bylaw complaints. The City...has also been informed of the residence being used to house anywhere from seven to fifteen people at any given time..." The letter also refers to a list of deficiencies:

*Maximum of four unrelated people permitted as tenants at any given time. At the time of the inspection there appeared to be approximately eleven people living in the dwelling...*

The landlord provided undisputed affirmed testimony that the tenants have caused damage to the rental property by causing a large hole to be found in the flooring as well as electrical issues which were confirmed by the City Bylaw Inspection.

### Analysis

The landlord relies upon 10 reasons for cause in which the following sections apply.

Section 47(1)(b) of the Act permits a landlord to terminate a tenancy by issuing a 1 Month Notice in cases where a tenant has been repeatedly late paying rent.

Section 47(1)(c) of the Act permits a landlord to terminate a tenancy by issuing a 1 Month Notice in cases where a tenant has allowed an unreasonable number of occupants in the unit.

Section 47(1)(d)(i) of the Act permits a landlord to terminate a tenancy by issuing a 1 Month Notice in cases where a tenant or person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property.

Section 47(1)(d)(ii) of the Act permits a landlord to terminate a tenancy by issuing a 1 Month Notice in cases where a tenant or person permitted on the residential property by the tenant seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant.

Section 47(1)(d)(iii) of the Act permits a landlord to terminate a tenancy by issuing a 1 Month Notice in cases where a tenant or person permitted on the residential property by the tenant has put the landlord's property at significant risk.

Section 47 (1)(e)(i) and (iii) of the Act permits the landlord to terminate a tenancy by issuing a 1 Month Notice in cases where a tenant has engaged in illegal activity that has , or is likely to damage the landlord's property and jeopardized a lawful right or interest of another occupant or the landlord.

Section 47(1)(f), a landlord may terminate a tenancy in cases where a tenant or person permitted on the residential property by the tenant has caused extraordinary damage to a rental unit or residential property.

Section 47(1)(g) of the Act sets out that a landlord may also terminate a tenancy where a tenant does not repair damage to the rental unit or other residential property, as required under section 32, within a reasonable time.

Section 47(1)(i) of the Act sets out that a landlord may also terminate a tenancy where a tenant has assigned or sublet the rental unit/site without the landlord's written consent.

The landlord has provided uncontested and affirmed evidence that the tenants were served with the 1 Month Notice dated August 26, 2016 in person with a witness on August 27, 2016. I accept the undisputed affirmed evidence of the landlord. Pursuant to subsection 47(5), the 1 Month Notice states that the tenants had ten days, from the date of service of that notice, to apply for dispute resolution or the tenant would be

conclusively presumed to have accepted that the tenancy would end on the effective date of the 1 Month Notice on September 30, 2016. The tenants did not apply to dispute the 1 Month Notice within ten days from the date of service. For the reasons outlined above, I find that the 1 Month Notice dated August 26, 2016 is validly issued and will not consider the other reasons for cause set out by the landlord in the 1 Month Notice. The landlord is entitled to an order of possession.

The landlord having been successful in his application is entitled to recovery of the \$100.00 filing fee.

### Conclusion

The landlord is granted an order of possession.  
The landlord is granted a monetary order for \$100.00.

These orders must be served upon the tenant(s). Should the tenant(s) fail to comply with these orders, these orders may be filed with the Supreme Court of British Columbia to enforce the order of possession and the Small Claims Division of the Provincial Court to enforce the monetary order.

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: November 16, 2016

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Residential Tenancy Branch