



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenant's application pursuant to section 47 of the *Residential Tenancy Act* (the "Act") for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the "1 Month Notice").

The tenant and landlord attended the hearing. At the outset of the hearing, the landlord confirmed receipt of the tenant's hearing package and the tenant confirmed receipt of the landlord's evidence package. Neither party raised any issues regarding service of the application or the evidence.

Both parties were given full opportunity to provide affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the tenant entitled to have the landlord's 1 Month Notice dismissed? If not, is the landlord entitled to an order of possession?

### Background and Evidence

As per the testimony of the parties, the tenancy began sometime in 2011 with the parties only signing a written tenancy agreement on December 1, 2013. According to the testimony of the landlord, this tenancy was a fixed term until May 31, 2014 at which time the tenancy continued on a month-to-month basis. Neither party provided a copy of the tenancy agreement. Rent in the amount of \$2,100.00 is payable on the first of each month. The tenant remitted a security deposit in the amount of \$1,050.00 at the start of the tenancy. The tenant continues to reside in the rental unit.

The tenant acknowledged personal receipt of the landlord's 1 Month Notice dated September 28, 2016. The grounds to end the tenancy cited in that 1 Month Notice were;

- the tenant has engaged in illegal activity that has, or is likely to damage the landlord's property
- the tenant has engaged in illegal activity that has, or is likely to jeopardize a lawful right or interest of another occupant or the landlord

The landlord testified that in August of 2016, he received written correspondence from the city in relation to the high number of police calls concerning the rental unit. The landlord met with the local police and was subsequently provided with a letter from the police outlining a list of calls made by neighbours and other concerned citizens from January 1, 2015 to September 1, 2016. The landlord has provided a copy of this letter as part of his documentary evidence.

The tenant testified that he has not engaged in any illegal activity, his two roommates engaged in illegal activity that resulted in their arrest and detention.

### Analysis

Under section 47 of the *Act*, a landlord may end a tenancy if the tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to jeopardize a lawful right or interest of another occupant or the landlord. The onus is on the landlord to prove the illegal activity took place by the tenant or person permitted on the property by the tenant.

The landlord provided evidence in the form of a letter written by the local police department regarding the illegal activity. The letter identifies the rental unit as one of the top chronic problem residences that is the hub of crime relating to property crime and identity theft. The tenant did not dispute that his room-mates engaged in illegal activity.

Based on the letter and undisputed testimony of the tenant, I can conclude the police received and responded to phone calls of illegal activity related to property crime and identity theft. Although the tenant may not have engaged in this activity himself, I find the tenant knew or ought to have known that his room-mates were engaged in this illegal activity as early as January 2015 when the first calls to the police department were made.

I find the operation of this illegal activity brought the risk of the landlord being subjected to penalties imposed by the city and thus jeopardizes the lawful right or interest of the landlord.

For these reasons, I find the landlord has met the onus and dismiss the tenant's application to cancel the 1 Month Notice.

Section 55 of the *Act* establishes that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end tenancy, an order of possession must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenant's application is dismissed or the landlord's notice is upheld. Section 52 of the *Act* provides that a notice to end tenancy from a landlord must be in writing and must be signed and dated by the landlord, give the address of the rental unit, state the effective date of the notice, state the grounds for ending the tenancy, and be in the approved form.

Based on the landlord's testimony and the notice before me, I find the 1 Month Notice complies in form and content. As the tenant's application has been dismissed I find that the landlord is entitled to a two (2) day order of possession, pursuant to section 55 of the *Act*.

### Conclusion

The tenant's application to cancel the 1 Month Notice is dismissed.

An order of possession is granted to the landlord effective two (2) days after service on the tenants.

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 25, 2016

---

Residential Tenancy Branch