



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC FF

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. The participatory hearing was held on July 24, 2018. The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- cancellation of the Landlord's 1 Month Notice to End Tenancy for Cause pursuant to section 47 (the "Notice")

The Landlord and the Tenant both attended the hearing and provided testimony.

All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. Since the Landlord did not provide a copy of his documentary evidence (photos) to the Tenant, I will not consider them in this review, as they were not served in accordance with the rules of procedure.

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.

Issue(s) to be Decided

- Is the Tenant entitled to have the Landlord's Notice cancelled?
 - If not, is the Landlord entitled to an Order of Possession?

Background and Evidence

The Landlord issued the Notice for the following reasons:

Tenant or a person permitted on the property by the tenant 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.

The Tenant acknowledged receipt of the Notice on June 1, 2018.

The Landlord stated that on May 17, 2018, the Tenant had too much to drink, did burn outs on the gravel driveway out front the house, and eventually crashed into the side of his truck with her car. The Landlord stated that the Tenant did \$7,600.00 worth of damage to the side of his truck, and as a result, the Landlord had to rent/borrow another vehicle for a month.

The Tenant stated that she was “slightly impaired” when she was doing burn-outs in the gravel out front the house, but stated that no one was around so it wasn’t that dangerous. The Tenant stated that after she did some burn-outs, she was backing up, straightening her car, and parking, which is when she hit the Landlords truck. The Tenant stated that she is sorry for what happened and feels embarrassed.

Analysis

In the matter before me, the Landlord has the onus to prove that the reasons in the Notice are valid. I note in civil law matters such as these, the standard of proof is based on a balance of probabilities, not the criminal court standard of proof beyond a reasonable doubt.

The Landlord has issued the Notice under multiple grounds. However, I first turn to the following grounds:

Tenant or a person permitted on the property by the tenant has:

- put the landlord's property at significant risk.

In making my determination on this matter, I note that the Tenant admits she was slightly impaired and acknowledges that she was driving erratically, doing burn-outs in front of the house. The Tenant also acknowledged that as she was parking, and backing up (after she did burn-outs), she crashed into the Landlord’s truck and damaged it. I find

the Tenants actions were irresponsible and put the landlord's property at significant risk. For this reason, I find the Landlord had sufficient grounds to issue the Notice.

Having made this finding, it is not necessary to consider the remaining grounds indicated on the Notice. The Tenant's application to cancel the Notice is dismissed. The tenancy is ending.

Under section 55 of the *Act*, when a Tenant's application to cancel a Notice to end tenancy is dismissed and I am satisfied that the Notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the Landlord an order of possession.

I find that the Notice complies with the requirements of form and content. The Landlord is entitled to an order of possession.

Conclusion

The Tenant's application to cancel the 1-Month Notice to End Tenancy for Cause is dismissed.

The Landlord is granted an order of possession effective **July 31, 2018, at 1pm**, after service on the Tenant. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

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: July 25, 2018

Residential Tenancy Branch