



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, FFL

Introduction

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

- an Order of Possession for cause, pursuant to section 55; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The two tenants, "tenant DS" and "tenant DA," did not attend this hearing, which lasted approximately 34 minutes. The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord confirmed that he personally served both tenants with a copy of his application for dispute resolution hearing package on January 11, 2019. In accordance with sections 89 and 90 of the *Act*, I find that both tenants were personally served with the landlord's application on January 11, 2019.

The landlord confirmed that he personally served both tenants with his 1 Month Notice to End Tenancy for Cause, dated September 26, 2018 ("1 Month Notice") on the same date. In accordance with sections 88 and 90 of the *Act*, I find that both tenants were personally served with the landlord's 1 Month Notice on September 26, 2018.

Issues to be Decided

Is the landlord entitled to an Order of Possession for cause?

Is the landlord entitled to recover the filing fee for this application?

Background and Evidence

The landlord testified regarding the following facts. He purchased the rental unit in September 2017 and tenant DS was already living there, so he continued the tenancy. Tenant DA moved in after the landlord purchased the rental unit. Monthly rent in the current amount of \$400.00 for each tenant is payable on the first day of each month. Security deposits of \$170.00 were paid by each tenant, for a total of \$340.00, and the landlord continues to retain both deposits. No written tenancy agreement was signed. The tenants continue to reside in the rental unit. The rental unit is the basement of a house.

The landlord's 1 Month Notice indicates an effective move-out date of October 31, 2018. The landlord issued the notice for the following reasons:

- *Tenant has allowed an unreasonable number of occupants in the unit/site*
- *Tenant or a person permitted on the property by the tenant has:*
 - *significantly interfered with or unreasonably disturbed another occupant or the landlord;*
 - *put the landlord's property at significant risk;*
- *Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to:*
 - *damage the landlord's property;*
 - *adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant;*
- *Tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit/site or property/park.*

The landlord seeks an order of possession based on the 1 Month Notice. The landlord provided photographs of damages to the rental property and a written description of the tenants' actions.

The landlord claimed that the tenants have damaged the rental unit, caused loud noise during late night and early morning hours, brought uninvited guests over to the rental unit, and used drugs. He stated that the tenants engaged in violent altercations, broke a window that the landlord had to repair for \$350.00 without reimbursement from the tenants, broke the shed door lock three times which the landlord had to replace, and took his table saw.

The landlord said that neighbours have complained to him repeatedly but are scared and frightened to provide witness statements for fear of repercussions from the tenants. He explained that the police have been called five to six times to the rental unit and most recently on January 30, 2019, the police surrounded the entire block radius of the rental property, found people hiding inside the rental unit, broke the doors and door frames of the rental property, and arrested both tenants who were released. He said that the occupants living in the unit above the tenants' rental unit have vacated the property, which is now boarded up, and that the landlord has to repair the extensive damages to the rental unit now.

Analysis

I am satisfied that the landlord issued the 1 Month Notice for a valid reason. I find that the tenants significantly interfered with and unreasonably disturbed the landlord and other occupants at the rental property.

I accept the landlord's undisputed evidence that the tenants caused damages to the rental unit, loud noise, altercations, and complaints from neighbours in the area. This caused disturbance to other occupants living above the tenants in the same house and the landlord, which caused the police to attend at the rental unit on multiple occasions. I accept the landlord's undisputed evidence that after serving the 1 Month Notice to the tenants, they continued with the same behaviour as above.

As I have found one of the reasons on the 1 Month Notice to be valid, I do not need to examine the other reasons.

The tenants have not made an application pursuant to section 47(4) of the *Act* within ten days of receiving the 1 Month Notice. In accordance with section 47(5) of the *Act*, the failure of the tenants to take this action within ten days led to the end of this tenancy on October 31, 2018, the effective date on the 1 Month Notice. In this case, this required the tenants and anyone on the premises to vacate the premises by October 31, 2018. As this has not occurred, I find that the landlord is entitled to an **order of possession effective at 1:00 p.m. on February 28, 2019**, pursuant to section 55 of the *Act*. The landlord specifically asked for the above vacancy date at the hearing. I find that the landlord's 1 Month Notice complies with section 52 of the *Act*.

As the landlord was successful in this application, I find that he is entitled to recover the \$100.00 filing fee from the tenants.

Conclusion

I grant an Order of Possession to the landlord **effective at 1:00 p.m. on February 28, 2019**. Should the tenants or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I order the landlord to retain \$100.00 from the tenants' security deposits in full satisfaction of the monetary award for the filing fee. The remainder of the tenants' security deposits are to be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

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: February 21, 2019

Residential Tenancy Branch