



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Nanaimo FOS Non-Profit Housing  
Society and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") to cancel a One Month Notice to End Tenancy for Cause dated March 17, 2019, ("One Month Notice").

An agent for the Landlord (the "Agent") appeared at the teleconference hearing, but no one attended on behalf of the Tenant. I explained the hearing process to the Agent and gave her an opportunity to ask questions.

During the hearing the Agent was affirmed and given the opportunity to provide the Landlord's evidence orally and respond to the Tenant's evidence. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this decision.

I find there were no issues surrounding service of the Application for Dispute Resolution or the documentary evidence.

### Issue(s) to be Decided

- Is the One Month Notice valid under the Act?
- Is the Landlord entitled to an order of possession?

### Background and Evidence

The Agent said the tenancy began on November 1, 2018, and that the Tenant paid the Landlord a monthly rent of \$475.00, due on the first day of each month, and a \$237.50 security deposit at the start of the tenancy.

On March 17, 2019, the Landlord served the Tenant with the One Month Notice by posting it on the door of the rental unit. The One Month Notice was signed, dated, gave the rental unit address, and an effective vacancy date of April 30, 2019, was in the approved form, and set out the grounds for the notice being that the Tenant has:

- allowed an unreasonable number of occupants in the unit/site;
- significantly interfered with or unreasonably disturbed another occupant of the landlord; put the landlord's property at significant risk, and
- the Tenant or a person permitted on the property by the Tenant has engaged in illegal activity.

The Tenant applied to dispute the One Month Notice on March 21, 2019.

The Agent said that the Tenant "is a sweet soul, who takes people at their word and he allowed one particular woman to make use of his place, because he thought she didn't have anywhere to live. She was a prostitute and had started to use his place for johns when he wasn't there."

The Agent said there were also allegations that the woman stole from the building and sold drugs from the building. The Agent said that the Tenant had been warned about letting people use his rental suite before, but she said he continued to allow inappropriate people into the building.

The Agent said that the Tenant initially abandoned the rental unit on March 31, 2019; however, she said in April they had discussions with him and he indicated that he wanted to come back. The Agents said that ultimately, they gave the Tenant and his case worker the key to the rental unit in April, so that he could get his belongings out. She said the case worker returned the key to the Landlord on April 29, 2019, and told them the Tenant had all the belongings that he wanted out of the rental unit.

The Agent said they were unable to rent the unit for April 2019, because of these delays; and further, she said they could not rent it for May 2019, since he left items and a mess in the rental unit. The Agent said they would like some compensation of some kind from the Tenant in this regard.

### Analysis

In terms of the Agent's request for compensation for the way the Tenant left the rental unit, and the Landlord's inability to rent it out for April and May 2019, I advised the

Agent that since the Landlord had not applied for anything via dispute resolution from the RTB, I had no authority under the Act to consider this request.

Based on the undisputed testimony of the Agent about the Tenant's behaviour and of the warnings given to the Tenant, I find on a balance of probabilities that the Landlord has established sufficient cause, pursuant to Section 47 of the Act to end the tenancy. I find that the Tenant permitted an unreasonable number of occupants in the rental unit. As a result, I dismiss the Tenant's Application to cancel the One Month Notice without leave to reapply.

I also find that the One Month Notice issued by the Landlord complies with section 52 of the Act. Given the above, and pursuant to section 55 of the Act, I find that the Landlord is entitled to an Order of Possession of the rental unit.

### Conclusion

The Tenant permitted a person on the property who engaged in illegal activity that was likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant.

Pursuant to section 55 of the Act, I grant the Landlord an Order of Possession effective **two days after service of this Order** on the Tenant. The Landlord is provided with this Order in the above terms and the Tenant must be served with **this Order** as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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: May 07, 2019

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Residential Tenancy Branch