



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, MNRL-S, FFL

### Introduction

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

- an Order of Possession pursuant to section 55;
- a monetary order pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant, pursuant to section 72.

The hearing was conducted via teleconference and was attended by the landlord. No one was in attendance on behalf of the tenants. The landlord submitted documentary evidence that the tenants were served notice of this application and this hearing by registered mail on July 10, 2020. Canada Post tracking information was submitted in the landlord's evidence. Based on the submissions of the landlord, I find the tenants were deemed served notice of this proceeding on July 15, 2020, pursuant to section 90 of the *Act*. Therefore, I continued in the absence of the tenants.

### Preliminary Issue- Severance

Residential Tenancy Branch (RTB) Rule of Procedure 2.3 states that claims made in an Application for Dispute Resolution must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

It is my determination that the priority claim regarding the One Month Notice and the continuation of this tenancy are not sufficiently related to the monetary claim to warrant that they be heard together. The parties were given a priority hearing date in order to address the question of the validity of the Notice to End Tenancy.

The landlords other claim is unrelated in that the basis for them rests largely on facts not germane to the question of whether there are facts which establish the grounds for ending this tenancy as set out in the Notice to End Tenancy. I exercise my discretion to dismiss the landlords monetary claim with leave to reapply. This was explained to the landlord and he indicated he understood.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to the recovery of the filing fee?

### Background and Evidence

The landlord gave the following undisputed testimony. The tenancy began on January 15, 2020 for a one-year term. The monthly rent was \$2200.00 per month. At the outset of the tenancy the tenants provided a security deposit of \$1100.00 which the landlord still holds. The landlord testified that the tenants had a very abusive and violent relationship. The tenants would often fight with each other and other tenants. The landlord testified that the police had to attend on numerous occasions. The landlord testified that the tenants threw objects from their balcony to passerby's below endangering public safety and health. The landlord testified that on June 11, 2020 he issued a One Month Notice to End Tenancy for Cause for the following reasons:

### ***Landlord's notice: cause***

**47** (1) *A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:*

*(d) the tenant or a person permitted on the residential property by the tenant has*

*(i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,*

*(ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or*

*(iii) put the landlord's property at significant risk;*

*(e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that*

*(i) has caused or is likely to cause damage to the landlord's property,*

*(ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or*

*(iii) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;*

*(f) the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to a rental unit or residential property;*

The landlord testified that the tenants have caused significant damage to doors and walls in the unit. The landlord testified that he discussed the matter with the tenants and they both agreed to and signed a Mutual Agreement to End a Tenancy on July 10, 2020 with an effective date of July 15, 2020. The landlord testified that the tenant sent an email on July 28, 2020 that they have left the unit, but out of an abundance of caution, the landlord still requests an order of possession.

### Analysis

When a landlord issues a notice under Section 47 of the Act they bear the responsibility in providing sufficient evidence to support the issuance of that notice. I accept the landlord's undisputed testimony and I find that the tenant was served with a notice to end tenancy for cause. The tenants did not file an application to dispute the notice. The landlord submitted extensive documentation to support their claim, including a Mutual Agreement to End a Tenancy. Based on the signed Mutual Agreement to End a Tenancy dated July 10, 2020 with an effective date of July 15, 2020, I hereby grant the landlord an order of possession pursuant to section 55 of the Act. The landlord is also entitled to retain \$100.00 from the security deposit in full satisfaction of the filing fee.

### Conclusion

The landlord is granted an order of possession. The landlords monetary claim is dismissed with leave to reapply.

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: August 11, 2020

---

Residential Tenancy Branch