



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **CNC, LRE**

### **Introduction**

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

- An order to cancel a One Month Notice To End Tenancy for Cause pursuant to sections 47 and 55; and
- An order to suspend a landlord's right to enter the rental unit pursuant to section 70.

The applicant/tenants did not attend this hearing, although I left the teleconference hearing connection open until 9:50 a.m. to enable the tenants to call into this teleconference hearing scheduled for 9:30 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord acknowledged being served with the tenants' Application for Dispute Resolution Proceedings Package and was prepared to have the merits of the tenants' application heard without the tenants present.

### **Issue(s) to be Decided**

Should the One Month Notice To End Tenancy for Cause be upheld or cancelled?  
Should the landlord's right to enter the rental unit be suspended?

### **Background and Evidence**

The tenants did not present any evidence regarding the merits of their application for me to consider.

The landlord gave the following undisputed testimony. The tenancy began approximately four years ago. No tenancy agreement was signed, and rent was set at \$1,400.00 per month payable on the first day of each month. Rent was increased to \$1,450.00 per month in November of 2019. No security deposit was taken at the commencement of the tenancy and no condition inspection report was completed.

The landlord testified he personally served the tenant TM with a One Month Notice To End Tenancy for Cause on July 2, 2020. The landlord had a witness available to be called to verify the service, however I determined the witness' testimony was not required. A copy of the notice to end tenancy was provided as evidence. The notice provides an effective date of August 3, 2020 and reason for ending the tenancy specified on the notice reads:

1. *the 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;*
2. *the tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.*

The landlord testified the police executed a search warrant at the rental unit on September 5, 2019. The landlord provided a letter from the police, signed by the officer in charge that states, in part:

*The tenant TM provided a statement to the police advising that a male under criminal investigation was staying with them and had a firearm in the house, a bike and other items believed to be stolen. A Search of the residence resulted in locating a loaded firearm believed to have been used in previous criminal activities in multiple incidents an altered rifle; a backpack containing partial break and enter kit, a bicycle that was used in another break and enter investigation and a .22 caliber round.*

News articles from the local paper were also provided as evidence indicating a man was charged with multiple criminal offences stemming from that search warrant and the landlord testified that he believes that person is the guest of the tenant referred to in the tenant's statement to the police.

### Analysis

Based on the evidence, I am satisfied the tenant was served with the One Month Notice To End Tenancy for Cause on July 2, 2020 in accordance with sections 88 and 90 of the Act. The tenant filed to dispute the notice on July 10, 2020, eight days later.

Section 47 of the *Act* provides that upon receipt of a Notice to End Tenancy for Cause, the tenant may, within ten days, dispute it by filing an application for dispute resolution with the Residential Tenancy Branch. If the tenant files the application, the landlord bears the burden to prove on a balance of probabilities, the grounds for the 1 Month Notice.

The landlord must show on a balance of probabilities, which is to say it is more likely than not, that when the landlord gave Notice to the tenants, the tenancy should be ended for the reasons identified in the 1 Month Notice.

The tenants did not attend the hearing to present any evidence or testimony to contradict the landlord's evidence. After considering all of the written and oral evidence submitted at this hearing, I find that the landlord provided sufficient evidence in support of the reasons given on the Notice ending tenancy. The statement made to the police, referred to in the officer in charge's letter clearly indicates the tenant knew the person staying with them had a firearm in the house, a bike and other items the tenant knew to be stolen. The evidence clearly shows that **a person permitted on the property by the tenant** has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord. Permitting this person onto the property to stay is clearly a violation of section 47(1)(e)(ii). For this reason, I uphold the landlord's notice to end tenancy.

Section 55 states that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*]. I have examined the notice to end tenancy and find it complies with form and content, with the exception of the effective date for the tenancy to end. As rent is payable on the first day of the month, the earliest effective date for the Notice would be August 31, 2020.

The landlord is entitled to an Order of Possession effective August 31, 2020.

The tenant's application seeking an order that the landlord's right to enter the rental unit is dismissed without leave to reapply.

Conclusion

I grant an Order of Possession to the landlord effective **August 31, 2020**. 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.

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 17, 2020

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Residential Tenancy Branch