



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding City of Vancouver  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC  
                                 CNC RP

### Introduction

This hearing dealt with applications from both the landlord and tenants pursuant to the *Residential Tenancy Act* (the “Act”).

The landlord applied for:

- An order of possession pursuant to section 55.

The tenant applied for:

- Cancellation of the landlord’s 1 Month Notice to End Tenancy for Cause (the “1 Month Notice”) pursuant to section 47; and
- An order for repairs pursuant to section 33.

Both parties were represented at the hearing by their respective agents and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

As both parties were present service was confirmed. The parties each testified that they were in receipt of the materials. Based on the testimonies I find each party duly served with the respective materials in accordance with sections 88 and 89 of the *Act*.

### Issue(s) to be Decided

Should the 1 Month Notice be cancelled? If not is the landlord entitled to an Order of Possession?

Should the landlord be ordered to make repairs?

### Background and Evidence

This periodic tenancy began in March 2017. The current monthly rent is \$375.00 payable on the first of each month. The rental unit is a suite in a multi-unit building with 84 total units.

The landlord issued a 1 Month Notice dated July 21, 2020 and served it on the tenant by posting on the rental unit door on that date. The reasons provided on the notice for the tenancy to end are:

*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.*

The landlord detailed the cause for the tenancy to end as a series of violent interactions between the tenant and other occupants of the building and the landlord's employees. The landlord submitted into evidence detailed Incident Reports that describe instances of verbal assaults, destruction of property, aggressive and threatening behaviour and assaults.

The tenant confirms they were served with the 1 Month Notice on or about July 21, 2020. They filed their application to dispute the notice on August 12, 2020. The tenant submits that they were under stress on July 16, 2020 when many of the reported incidents occurred. The tenant says that there have been ongoing plumbing issues in their rental unit and water damage which the landlord has not addressed.

### Analysis

Section 47(4) of the *Act* provides that a tenant may dispute a 1 Month Notice within 10 days after the date the tenant receives the notice. Section 47(5) provides that if a tenant does not make an application in accordance with subsection (4) the tenant is conclusively presumed to have accepted the tenancy ends on the effective date of the notice.

In the present case the parties confirmed that the landlord's 1 Month Notice of July 21, 2020 was served on or about that date. Based on the testimonies I find that the 1 Month Notice was served on the tenant on July 21, 2020 in accordance with section 88 of the *Act*. The tenant filed their application for dispute resolution to dispute the 1 Month

Notice on August 12, 2020, outside of the 10 days provided under section 47(4) of the *Act*.

I find that the tenant has failed to file an application for dispute resolution within the 10 days of service granted under section 47(4) of the *Act*. Accordingly, I find that the tenant is conclusively presumed under section 47(5) of the *Act* to have accepted that the tenancy ended on the effective date of the 1 Month Notice, August 31, 2020.

I find that the landlord's 1 Month Notice meets the form and content requirements of section 52 of the *Act* as it is in the approved form and clearly identifies the parties, the address of the rental unit, the effective date of the notice and the reasons for ending the tenancy. I am satisfied with the undisputed testimony of the parties that there have been a number of hostile interactions between the tenant and other occupants and the landlord's employees. I find that the multiple incident reports and the testimony of the landlord to be sufficient to find that these interactions have resulted in significant and unreasonable disturbance to others and significant property damage to the rental building.

Therefore, I find that the landlord is entitled to an Order of Possession pursuant to section 55 of the *Act*. As the effective date of the 1 Month Notice has passed, I issue an Order of Possession effective 2 Days after service.

### Conclusion

I grant an Order of Possession to the landlord effective **2 days after service on the tenants**. Should the tenants or any occupant 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: September 14, 2020

---

Residential Tenancy Branch