



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MI 33359 GP INC. C/O: PACIFIC QUORUM  
PROPERTIES and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, FFL, CNC, FFT

### Introduction

This hearing dealt with applications from both the landlord and the tenants under the *Residential Tenancy Act* (the *Act*). The landlord applied for:

- an order of possession for cause pursuant to section 55;
- authorization to recover his/her/their/its filing fee for this application from the tenant pursuant to section 72.

The tenants applied for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- authorization to recover their filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed that the landlord served the tenants with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on November 17, 2020. The tenants confirmed that the landlord was not served with their notice of hearing package for their application for dispute.

I accept the undisputed affirmed evidence of both parties and find that the tenants have been properly served as per sections 88 and 89 of the *Act*. The tenants are deemed sufficiently served under section 90 of the *Act*. The tenants' application having not been served to the landlord is dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation periods.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for cause?

Is the landlord entitled to recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

Both parties confirmed this tenancy began on July 15, 2020 on a fixed term tenancy ending on June 30, 2021 as per the submitted copy of the signed tenancy agreement. The monthly rent is \$1,295.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$647.50 and a pet damage deposit of \$647.50 were paid.

On October 17, 2020, the landlord served the tenant with the 1 Month Notice dated October 17, 2020. The 1 Month Notice sets out an effective end of tenancy date of November 30, 2020 and that it was being given as:

- the tenant or person permitted on the property by the tenant has:
  - seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
  - put the landlord's property at significant risk; or
- 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 or the landlord.
  - Jeopardize a lawful right or interest of another occupant or the landlord.
- the tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit/site or property/park.

The details of cause states:

See Addendum of Causes Attached.

The attached typed form states in part,

This is the chronology of events that have transpired in the past 3 months since J.C. and T.D. moved into the building at unit 201..., Mission, B.C. Paragraphs numbered 4

and 5 form the basis of why the Landlord is requesting an emergency hearing into the matter.

1. On July 11, 2020, J.C. and T.D. moved into the building.
2. On July 13, 2020, C. was observed spray painting a dresser in the common area of the building.
3. On July 17, 2020, C. was observed knocking down the camera in the community laundry room in the building, breaking into a rental unit and stealing power that he ran by extension cord into the laundry room.
4. J.C. physically assaulted the landscaper on October 1, 2020. Police file no...In a subsequent conversation with J.G. of CTI Services, C. said he was going to apologize to the victim. That did not happen.
5. Police were called on October 6, 2020 @ 0224 hrs to respond to a domestic violence call occurring in Unit 201. D. was at home but told the police she was not. The police had to force the door open to ensure no one was at risk. Police File No...
6. On October 11 at 1253 hours, J.C. replaced the door of suite 201 with a door belonging to the renovation contractor that he took from another area of the building. This was captured on video. When approached on the matter, C. advised that he would pay the contractor for the door as it was designated for another suite in the building. That did not happen.
7. C. and D. have demonstrated by their actions that they are not well suited to reside in this multi unit residential building. D. appears to have moved out of the building.

The tenants despite not following through on an application to dispute the 1 month notice dispute the landlord's reason for cause during the hearing.

The landlord state that the tenant was found on video knocking down a security surveillance camera in the community laundry room inside the building; physically assaulted a landscaping contractor while he performed his duties; and police having attended the rental unit due to a domestic violence call were forced to kick down the rental unit door when the tenant failed to answer and open the door. The landlord submitted video of the security camera being knocked down by the tenant; a video of the tenant assaulting the landscaper; and a video of the police attempting to kick down the rental unit door.

The tenant argued that at no time has he been charged with any offences nor is he under any restrictions.

The landlord stated that the tenant caused extraordinary damage to the unit by spray painting a dresser in the common areas of the building causing damage to the walls and carpet. In support of these claims the landlord has submitted photographs of the common areas where the black spray paint has caused damage. The landlord also claims that the tenant committed theft of a unit door from a contractor and installing it on his own unit.

The tenant argued that the entire building is undergoing construction and that the spray paint has been painted over by the contractor. The tenant stated that he was given permission by an agent of the landlord to paint in the hallways. The tenant stated that he has cleaned the carpet from spray paint.

### Analysis

In an application to cancel a 1 Month Notice, the landlord has the onus of proving on a balance of probabilities that at least one of the reasons set out in the notice is met.

In this case, both parties confirmed that the landlord served the tenant with the 1 month notice dated October 17, 2020 by posting it to the rental unit door.

The tenants confirmed that despite filing an application to dispute the notice, the tenants did not serve it to the landlord. That application was dismissed with leave to reapply. However, in this hearing the landlord seeks to obtain an order of possession to end the tenancy. The landlord has provided numerous reasons for cause, the most disturbing being that of an assault on a landscaper by the tenant as shown in the submitted video evidence by the landlord. Physical violence is never the answer in resolving disputes. Despite the landlord's insufficient evidence on the multiple reasons for cause, I find that an assault did take place upon the landscaper by the tenant as shown in the video. On this basis, I find that the landlord has provided sufficient evidence of the tenants seriously jeopardizing the health or safety or lawful right of the landlord. The 1 month notice dated October 17, 2020 is upheld.

I also note that as the tenants have not filed an application to dispute the notice to end tenancy that pursuant to section 55 of the Act, the landlord is entitled to an order of possession. The tenants are presumed to have accepted that the tenancy was at an end. As the effective end of tenancy date of the notice has now passed, I order that the upon being served with the order of possession, the tenants must comply within 2 days.

The landlord is also entitled to recovery of the \$100.00 filing fee.

Conclusion

The landlord is granted an order of possession.

The landlord is granted a monetary order for \$100.00.

These orders must be served upon the tenants. Should the tenants fail to comply with these orders, the orders may be filed in the Supreme Court of British Columbia and enforced as an order of those courts.

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: January 20, 2021

---

Residential Tenancy Branch