



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 458349 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC

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.

The tenant did not attend this hearing. 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 gave written evidence and sworn oral testimony that copies of the landlord's dispute resolution hearing package was sent to the tenant by posting it on the tenants' door on February 24, 2021 in the presence of a witness. In accordance with sections 89(2)(d) and 90 of the *Act*, I am satisfied that the tenant was served with the landlord's dispute resolution hearing package three days after posting on February 27, 2021. The hearing proceeded and completed on that basis.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession pursuant to a One Month Notice to End Tenancy for Cause?

Background and Evidence

The tenancy began on or about September 1, 2020. Rent in the amount of \$800.00 is payable in advance on the first day of each month. The landlord issued a One Month Notice to End Tenancy for Cause on December 16, 2020 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:*

- (c) there are an unreasonable number of occupants in a rental unit;*
- (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 tenant is a drug user that has numerous people coming to his suite at all hours of the day. The landlord testified that the tenant lives in extremely unsanitary conditions with needles and drug paraphernalia strewn about along with garbage and debris. The landlord testified that they have attempted to work with the tenant since the problems began in October 2020. The landlord testified that he issued five One Month Notice to End Tenancy for Cause to the tenant but didn't pursue them as he is sympathetic to the tenant's problems and was hoping he would correct his behaviour.

The landlord testified that the tenant has disturbed other tenants on a regular basis and that the landlord has received numerous complaints about the tenant and his friends. The landlord testified that the tenant and his friends have broken into parts of the building that are private and have damaged locks and doors. The landlord testified that he has given at least six written warnings to the tenant and "so many verbal warnings

I've lost track". The landlord testified that the ongoing drug use, noise, numerous occupants in the unit has caused a significant disturbance in the building and has only gotten worse with each passing day. The landlord requests an order of possession.

Analysis

When a landlord issues a notice under section 47 of the *Act*, they must provide sufficient evidence to justify the issuance of that notice. The landlord testified that when he served the most recent notice, he was hopeful that the tenant would correct his behaviour. However, the landlord testified that the tenant's behaviour has gotten worse. The tenant has allowed more unauthorized people to live in his suite, constant flow of people coming and going and drug use in the unit and common spaces such as the hallways. The landlord has provided sufficient evidence to satisfy me that the tenant has "*significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property*". The landlord only needs to satisfy me on one of the grounds to be successful in their application.

The tenant has not filed an application to dispute the notice, has not submitted any disputing evidence or participated in this hearing. Based on the documentation before me and in the absence of any disputing evidence.

I have examined the One Month Notice to End Tenancy for Cause dated December 16, 2020 with an effective date of January 31, 2021 and find that it complies with section 52 of the *Act*. The notice is of full effect and force. Therefore, I grant the landlord an order of possession pursuant to section 55 of the *Act*. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

Conclusion

The landlord is granted an order of possession. The tenancy is terminated.

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: May 20, 2021

Residential Tenancy Branch