



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR-DR, FFL, 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 for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover his 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. File 910038968 was an application that the landlord made through the direct request process, however he advised that he did not serve the tenants that application and notice in accordance with the *Act*, accordingly; I dismiss that file with leave to reapply.

In terms of file 310034351, the landlord submitted documentary evidence that the tenants were served notice of this application and this hearing by registered mail on April 14, 2021. 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 April 19, 2021, pursuant to section 90 of the *Act*. Therefore, I continued in the absence of the tenants.

At the outset of the hearing, the landlord advised that for today's purposes he would be only pursuing the order of possession and recovery of the filing fee and will be seeking a monetary order at a later date to align with the other file and foreseeable costs; accordingly, I dismiss the landlords monetary claim with leave to reapply.

### 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 for this application from the tenants?

Background and Evidence

The landlord testified that the tenancy began on February 1, 2020 with the current monthly rent of \$1200.00 due on the first of each month. The tenants paid a security deposit of \$600.00 which the landlord holds. The landlord issued a One Month Notice to End Tenancy for Cause on March 1, 2021 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:*

*(b) the tenant is repeatedly late paying rent;*

*(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*

*(i) the tenant purports to assign the tenancy agreement or sublet the rental unit without first obtaining the landlord's written consent as required by section 34 [assignment and subletting];*

The landlord testified that the tenants smoke crack cocaine in the unit constantly and consistently. The landlord testified that the tenants have not paid rent since February 2021 and are refusing to leave. The landlord testified that the police of raided the home on numerous occasions and have seized drugs and weapons. The landlord testified that the police have attended on at least 7 occasions that he is aware of. The landlord testified that the tenants that live above these tenants are fearful of their safety. The landlord testified that he has cautioned the tenants numerous times but to no avail. The landlord testified that there are persons unknown to him in the unit smoking crack.

### Analysis

When a landlord issues a notice to end tenancy, they bear the burden of providing sufficient evidence to support the issuance of the Notice. The landlord needs only demonstrate that one of the reasons identified in the One Month Notice is valid in order to end a tenancy for cause. The landlord provided clear and credible testimony that the tenants have behaviour of consuming drugs and having illegal weapons and narcotics on the property and have significantly interfered with the landlord and other tenants on the property, accordingly; I find that the landlord has provided sufficient evidence to show that the tenants have “*significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property*” and that the tenancy must end.

As section 47 of the *Act* only requires that one of the reasons cited in a One Month Notice are valid, I have not considered the landlord’s other reasons for seeking an end to this tenancy. I find that the landlord’s One Month Notice dated March 1, 2021 with the corrected effective date of April 30, 2021 was issued on the correct form and included all of the required information in order to comply with section 52 of the *Act* as to the form and content of that Notice. I issue the landlord an Order of Possession in accordance with section 55(1) of the *Act*.

The landlord is entitled to retain \$100.00 from the security deposit for the full recovery of the filing fee.

### Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia. 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: July 29, 2021

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Residential Tenancy Branch