



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the landlord: OPC OPB FFL
For the tenant: CNC

Introduction

This hearing was convened as a result of an Application for Dispute Resolution (application) by the landlord and the tenant who are both seeking remedy under the *Residential Tenancy Act* (Act). The landlord applied for an order of possession based on a 1 Month Notice to End Tenancy for Cause dated May 19, 2021 (1 Month Notice), for an order of possession for breach of a tenancy, and to recover the cost of the filing fee. The tenant applied to cancel the 1 Month Notice and I note the filing fee was waived for the tenant.

The landlord attended the hearing the required time, 9:30 a.m. Pacific Standard Time (PST) on August 30, 2021 as noted in the Notice of Dispute Resolution Proceeding document dated June 30, 2021 for the tenant's application and dated July 20, 2021 for the landlord's application. The hearing process was explained to the landlord and an opportunity was given to ask questions about the hearing process. Thereafter the landlord gave affirmed testimony, and the parties were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters

The landlord was informed that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The landlord was also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the landlord was

informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. The landlord had no questions about my direction pursuant to RTB Rule 6.11.

In addition, the landlord confirmed their email addresses at the outset of the hearing and stated that they did not have an email address for the tenant. As a result, the decision and any related orders will be sent by email to the landlord and the decision will be sent via regular mail to the tenant.

The landlord testified that they served the Notice of Hearing and application on the tenant via registered mail which is supported by the Canada Post online registered mail website. The registered mail tracking number has been included on the style of cause for ease of reference and has been identified as "1". Given the above, I am satisfied that the tenant was sufficiently served with the landlord's application. At the 10-minute point of the hearing, the **tenant's application was dismissed without leave to reapply** in accordance with RTB Rule 7.1 and Rule 7.3, which address consequences for not attending a dispute resolution hearing.

Although the tenant eventually called in at the 13-minute point of the hearing, the landlord was already advised that the hearing was concluded and as a result, the tenant was informed the hearing had concluded also.

Issues to be Decided

- Is the landlord entitled to an order of possession based on the 1 Month Notice?
- Is the landlord entitled to recover of the cost of the filing fee under the Act?

Background and Evidence

The landlord confirmed that a written tenancy agreement does not exist but that the tenant moved in on or about 2017. The landlord stated that the tenant pays \$450.00 per month rent and that the Ministry pays the landlord on the 15th day of each month directly.

The landlord stated that the 1 Month Notice was served on the tenant by registered mail. The registered mail tracking number has been included on the style of cause for ease of reference and identified as "2". According to the online Canada Post registered

mail website the tenant picked up the registered mail package on June 4, 2021. There is a total of 7 causes listed:

1. Tenant has allowed an unreasonable number of occupants in the unit/site/property.
2. Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.
3. Tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord.
4. Tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk.
5. 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.
6. 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 of the landlord.
7. Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to adversely jeopardize a lawful right or interest of another occupant or the landlord.

The Details of Dispute section reads:

DRUG USE, DISORDERLY CONDUCT, INTIMIDATION/VERBAL ABUSE
PET ISSUES (SERVED WITH DOG ATTACK LAWSUIT)
RCMP "VISITS" REGULARLY
UNSAFE ENVIRONMENT FOR OTHER OCCUPANT AND NEIGH[ILLEGIBLE]
[Reproduced as written]

The landlord presented photo evidence of needles that the tenant stated did not belong to her father who is elderly and for whom she purchased the home for. The landlord testified that the needles had to belong to the tenant as that is the only other person permitted on the property by the landlord and that the needles were for drug use. The landlord testified that her father was pricked by a needle while trying to clean up the drug paraphernalia.

The landlord also stated that the tenant's dog attacked a Telus person on the property and that the tenant does not have control of their dog.

Analysis

Based on the undisputed documentary evidence and the undisputed testimony provided during the hearing, and on the balance of probabilities, I find the following.

Firstly, I dismissed the tenant's application as the tenant failed to call in at the scheduled time as noted above, I have considered the merits of the 1 Month Notice.

Secondly, I find the 1 Month Notice is valid due to what I find to be the landlord getting pricked by drug paraphernalia from the tenant's needles and for not having control of their dog leading to a dog attack on a person attending the property. I find it is not necessary to consider any other causes listed on the 1 Month Notice as I find the 1 Month Notice is valid, and that it complied with section 52 of the Act as it is signed and dated and correctly completed. I find the tenant unreasonably seriously jeopardized the landlord's father's health or safety by leaving needles around the rental unit and that the father of the landlord was pricked by at least one needle. I also find that the tenant did not have control of their dog leading to a dog attack on a Telus employee.

Given the above, I find the tenancy ended July 15, 2021, which I find automatically corrects from July 1, 2021 listed on the 1 Month Notice pursuant to section 53 of the Act. As the landlord confirmed that money was paid for use and occupancy for August 15 to September 15 of 2021, I grant an order of possession pursuant to section 55 of the Act for **September 15, 2021 at 1:00 p.m.**

If the tenant fails to vacate the rental unit, the tenant is reminded that they could be liable for all costs associated with enforcing the order of possession.

As the landlord's application was successful, I grant the landlord a monetary order of **\$100.00** for the filing fee pursuant to section 72 of the Act.

The tenant's filing fee was already waived.

Conclusion

The tenant's application was dismissed without leave to reapply as noted above.

The landlord's application was fully successful.

The tenancy ended on July 15, 2021.

The landlord is granted an order of possession effective September 15, 2021 at 1:00 p.m.

The landlord has been granted a monetary order of \$100.00 under the Act for the filing fee.

This decision will be emailed to the landlord and sent by regular mail to the tenant.

The monetary order and order of possession will be emailed to the landlord only for service on the tenant.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 30, 2021

Residential Tenancy Branch