



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PHOENIX HOMES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, LRE, AS, OLC
 OPC, FFL

Introduction

This hearing was scheduled to convene at 9:30 a.m. this date concerning applications made by the tenants and by the landlord. The tenants have applied for an order cancelling a notice to end the tenancy for cause; an order limiting or setting conditions on the landlord's right to enter the rental unit; for an order permitting the tenants to assign the rental unit and for an order that the landlord comply with the *Residential Tenancy Act*, regulation or tenancy agreement. The landlord has applied for an Order of Possession for cause and to recover the filing fee from the tenants for the cost of the application.

Two agents for the landlord company attended the hearing and each gave affirmed testimony. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenants joined the call.

The second agent for the landlord testified that the tenants were each individually served with the hearing package by registered mail on August 6, 2021 and he also posted 2 copies to the door of the rental unit on August 7, 2021. I am satisfied that the tenants have been served in accordance with the *Residential Tenancy Act*.

The second agent for the landlord also testified that the tenants have not served the landlord with a hearing package.

Since the tenants have not joined the hearing, I dismiss the tenants' application without leave to reapply.

All evidence of the landlord has been reviewed and is considered in this Decision.

Issue(s) to be Decided

The issue remaining to be decided is:

- Has the landlord established that the One Month Notice to End Tenancy for Cause was issued in accordance with the *Residential Tenancy Act*?

Background and Evidence

The first agent of the landlord (ARP) testified that this month-to-month tenancy began on April 1, 2021 and the tenants still reside in the rental unit. Rent in the amount of \$2,000.00 is payable on the 1st day of each month, however the tenants are currently in arrears the sum of \$14,000.00. No written tenancy agreement exists, and the landlord did not collect a security deposit or a pet damage deposit from the tenants; they moved in right after the previous tenant moved out. The rental unit is a single family home, and the landlord owns 9 homes in the area.

The landlord's agent further testified that there have been several altercations, physical and verbal against the landlord's agent. Multiple people have been in the home, and the landlord doesn't know who they were, but the landlord's agent was pushed by people staying in the house.

The second agent of the landlord (SM) testified that on June 6, 2021 he served the tenants with a One Month Notice to End Tenancy for Cause (the Notice), a copy of which has been provided for this hearing, by posting it to the door of the rental unit. It is dated June 5, 2021 and contains an effective date of vacancy of June 30, 2021. The reasons for issuing it state:

- Tenant has allowed an unreasonable number of occupants in the unit/site/property/park;
- Tenant is repeatedly late paying rent;
- Tenant or a person permitted on the property by the tenant has:
 - significantly interfered with or unreasonably disturbed another occupant or the landlord;
 - seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
 - put the landlord's property at significant risk;

- 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 Cause(s) section states: “constant police visits regarding fights, constant flow of street people at all hours; TNT threatened to assault LL; TNT did not pay hydro bill to bc hydro as a result power has been shut off.”

Analysis

I accept the undisputed testimony of both agents of the landlord, and I am satisfied that the tenants have been served with the One Month Notice to End Tenancy for Cause.

The *Residential Tenancy Act* states that where I dismiss a tenant’s application to cancel a notice to end a tenancy given by a landlord, I must grant an Order of Possession in favour of the landlord, so long as the notice given is in the approved form. I have reviewed the Notice, and I find that it is in the approved form and contains information required by the *Act*. The effective date of vacancy is changed to the nearest date that complies with the law. Since the Notice was served on June 6, 2021 and rent is payable on the 1st day of each month, the nearest date that complies with the law is July 31, 2021. Since that date has passed, and having dismissed the tenants’ application, I grant an Order of Possession in favour of the landlord effective on 2 days notice to the tenants.

Since the landlord has been successful with the application, the landlord is entitled to recovery of the \$100.00 filing fee, and I grant a monetary order in favour of the landlord in that amount.

Conclusion

For the reasons set out above, the tenants’ application is hereby dismissed in its entirety without leave to reapply.

I hereby grant an Order of Possession in favour of the landlord effective on 2 days notice to the tenants.

I further grant a monetary order in favour of the landlord as against the tenants pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$100.00.

This order is final and binding and may be enforced.

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: October 12, 2021

Residential Tenancy Branch