



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

For the Landlord: OPC, FFL

For the Tenants: CNC, LRE, OLC

### **Introduction**

This hearing dealt with cross applications for Dispute Resolution under the *Residential Tenancy Act* ("Act") by the Parties.

The Landlord filed a claim for:

- fan Order of Possession for Cause, based on a One Month Notice to End Tenancy for Cause dated May 28, 2021 ("One Month Notice"); and
- recovery of the \$100.00 Application filing fee.

The Tenants filed a claim:

- for an Order cancelling the One Month Notice;
- to suspend or restrict the Landlord's right to enter; and
- for an Order for the Landlord to Comply with the Act or tenancy agreement.

The Landlord, D.B., and a co-Landlord, J.B., appeared at the teleconference hearing and gave affirmed testimony. No one attended on behalf of the Tenants. The teleconference phone line remained open for over 20 minutes and was monitored throughout this time. The only persons to call into the hearing were the Landlords, who indicated that they were ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only persons on the call, besides me were the Landlords.

I explained the hearing process to the Landlords and gave them an opportunity to ask questions about it. During the hearing the Landlords were given the opportunity to provide their evidence orally and respond to my questions. I reviewed all oral and

written evidence before me that met the requirements of the Residential Tenancy Branch (“RTB”) Rules of Procedure (“Rules”). However, only the evidence relevant to the issues and findings in this matter are described in this decision.

As the Tenants did not attend the hearing, I considered service of the Notice of Dispute Resolution Hearing. Section 59 of the Act and Rule 3.1 state that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Landlords testified that they served the Tenants with the Notice of Hearing documents by posting them on the rental unit door on June 23, 2021.

I note that the RTB issued the Tenants their Notice of Hearing documents for their application on June 30, 2021, which set out the timing and call-in codes for the participatory hearing.

Based on the evidence before me, I find that the Tenants were deemed served with the Notice of Hearing documents in accordance with the Act. I, therefore, admitted the Landlords’ application and evidentiary documents, and I continued to hear from the Landlords in the absence of the Tenants.

#### Preliminary and Procedural Matters

The Parties provided their email addresses in their respective applications. The Landlords confirmed their email address in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Landlords that they are not permitted to record the hearing.

#### Issue(s) to be Decided

- Should the One Month Notice be cancelled or confirmed?
- Are the Landlords entitled to an order of possession?
- Are the Landlords entitled to recovery of their \$100.00 Application filing fee?

#### Background and Evidence

The Landlord submitted a copy of the Parties’ tenancy agreement, and they confirmed the following details in the hearing. They confirmed that the fixed-term tenancy began

on February 1, 2021 and runs to January 31, 2022, with a monthly rent of \$1,400.00, due on the first day of each month. The Landlords confirmed that the Tenants paid them a security deposit of \$700.00, and no pet damage deposit. They confirmed that they still hold the security deposit.

The Landlords submitted a copy of the One Month Notice that they said they served to the Tenants by posting it on the rental unit door on May 28, 2021. The One Month Notice has an effective vacancy date of June 30, 2021, and it was served on the grounds that the Tenants breached a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

In the hearing, the Landlord said that the issues that led to the One Month Notice were as follows:

Multiple events. Number one were the domestic disputes; the cops were called numerous times – not once or twice, but a lot, actually. It's in the agreement that no cops, due to domestic disputes.

The Landlords submitted a copy of the Addendum to the tenancy agreement, which includes the following clause:

DOMESTIC ISSUES: **Any reports of suspicious behaviour/domestic disturbance that results in police presence will be cause for immediate eviction.** .

[emphasis in original]

The Landlord said:

There were numerous things – finding drug paraphernalia - serious concerns from all neighbours who have little kids. Nobody should be exposed to that. There have been drug related incidents – police have been involved several times. We've told them... given them notices to stop this – posted on their door, but they ... police are called again every time.

### Analysis

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

Section 47 of the Act allows a landlord to end a tenancy for cause:

47(1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

...

(h) the tenant

(i) has failed to comply with a material term, and

(ii) has not corrected the situation within a reasonable time after the landlord gives written notice to do so.

Rule 6.6 sets out the standard of proof and the onus of proof in dispute resolution proceedings, as follows:

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed.

The onus to prove their case is on the person making the claim. In most circumstances this is the person making the application. However, in some situations the arbitrator may determine the onus of proof is on the other party. For example, the landlord must prove the reason they wish to end the tenancy when the tenant applies to cancel a Notice to End Tenancy.

In this case, the Landlords' undisputed testimony is that the Tenants breached a material term of the tenancy agreement by having domestic disputes that resulted in the police having to be called multiple times. I find this behaviour continued, despite the Landlords' notices to stop being posted on the rental unit door.

Based on the testimony and documentary evidence before me, overall, I find that the Landlords have provided sufficient evidence to meet their burden of proof in this matter on a balance of probabilities and to support the validity of the One Month Notice. I also find that the One Month Notice issued by the Landlords complies with section 52 of the Act as to form and content. Given the above, and pursuant to section 55 of the Act, I find that the Landlords are entitled to an Order of Possession.

As a result, and pursuant to section 55, I grant the Landlords an **Order of Possession, effective two days after service** of this Order on the Tenants.

Given their success with their Application, I award the Landlords with recovery of their \$100.00 Application filing fee from the Tenants, pursuant to section 72 of the Act. The

Landlords are authorized to deduct **\$100.00** from the Tenants' security deposit in complete satisfaction of this award.

### Conclusion

The Tenants did not attend the participatory hearing to present the merits of their case; therefore, their application is dismissed wholly without leave to reapply.

The Landlord is successful in his Application, as he and his co-Landlord provided sufficient evidence to meet their burden of proof on a balance of probabilities. The Landlords are also awarded recovery of their \$100.00 Application filing fee from the Tenants. The Landlords are authorized to deduct \$100.00 from the Tenants; \$700.00 security deposit in complete satisfaction of this award.

Pursuant to section 55 of the Act, I grant an Order of Possession to the Landlord effective **two days after service of this Order** on the Tenants. The Landlord is provided with this Order in the above terms and the Tenants must be served with **this Order** as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

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: October 08, 2021

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Residential Tenancy Branch