



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC MNDCT OLC OT

Introduction

The tenant applied to dispute a One Month Notice to End Tenancy for Cause (the "Notice") pursuant to section 47(4) of the *Residential Tenancy Act* ("Act"). In addition, they applied for compensation under section 67 of the Act, for an order under section 62 of the Act, and for a third claim under an unspecified section of the Act for "everything."

The landlord attended the hearing on December 10, 2021 at 1:30 PM. The tenant did not attend the hearing, which ended at 1:40 PM.

Preliminary Issue: Severing of Unrelated Matters

Rule 2.3 of the *Rules of Procedure*, under the Act, states that "Claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply."

In this application, the three claims other than the one to dispute the Notice are, I find, unrelated to the claim to dispute the Notice. As such, the claims for compensation (for which there is no documentary evidence of the dollar amount sought), the claim for landlord compliance (related to the tenant's request for "BASIC HUMAN RIGHTS"), and last, the claim for "EVERYTHING", are dismissed without leave to reapply.

Last, it should be noted that the tenant submitted into evidence a copy of a 10 Day Notice to End Tenancy for Unpaid Rent ("10 Day Notice"). However, the tenant has not submitted the required *Tenant Request to Amend a Dispute Resolution Application #RTB- 42T* form to dispute the 10 Day Notice and add it to the current application. As such, the 10 Day Notice cannot be considered in dispute and no findings of fact or law in respect of the 10 Day Notice are made.

Issue

Is the tenant entitled to an order cancelling the Notice?

Background and Evidence

Relevant evidence, complying with the *Rules of Procedure*, was carefully considered in reaching this decision. Only relevant oral and documentary evidence needed to resolve the specific issue of this dispute, and to explain the decision, is reproduced below.

The landlord testified that he served the Notice by posting it on the door of the rental unit on July 30, 2021. A copy of the Notice was in evidence. On page two of the Notice there are two grounds indicated as to why the Notice was being issued. The second ground was that the tenant caused extraordinary damage to the rental unit.

Explaining this ground in detail, the landlord testified that the tenant had removed the entire carpet in the rental unit. When the landlord arrived at the rental unit, the tenant had cut up the carpet into pieces and put them into rolls which were outside. The landlord stated that at no time was the tenant given any type of permission to remove the carpet, and he was unsure as to why the tenant even did this.

Analysis

Where a tenant applies to dispute a One Month Notice to End Tenancy for Cause, the onus is on the landlord to prove, on a balance of probabilities, the grounds on which the Notice is based.

The second ground on which the Notice was issued, as noted above, is under subsection 47(1)(f) of the Act, which permits a landlord to end a tenancy by giving notice when “the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to a rental unit or residential property”.

Based on the undisputed, oral evidence of the landlord, I am persuaded on a balance of probabilities that the tenant, through his act of completely removing all of the carpet in the rental unit, caused extraordinary damage to the rental unit.

Having found that the landlord has proven the second of the two grounds for issuing the Notice, I need not consider the first ground (under section 47(1)(d) of the Act). Further, having upheld the Notice the tenant’s application to dispute the Notice is dismissed.

Section 55(1) of the Act states that an arbitrator must grant to the landlord an order of possession if (1) the landlord's notice to end tenancy complies with section 52 of the Act, and (2) the arbitrator, during the dispute resolution proceeding, dismisses the tenant's application and/or upholds the landlord's notice.

Section 52 of the Act is about the form and content of a notice to end tenancy, and it requires a notice to be in writing and (a) be signed and dated by the landlord or tenant giving the notice, (b) give the address of the rental unit, (c) state the effective date of the notice, (d) state the ground(s) for ending the tenancy, and (e) when given by a landlord, be in the approved form.

Having reviewed the Notice in its entirety it is my finding that it complies with section 52 of the Act. Further, having dismissed the tenant's application to dispute the Notice, I thus grant the landlord an order of possession pursuant to section 55(1) of the Act. This order is issued in conjunction with this decision.

Conclusion

The application is dismissed in its entirety, without leave to reapply.

The landlord is granted an order of possession, which must be served on the tenant and which is effective two (2) days from the date of service. This order may be filed in, and enforced as an order of, the Supreme Court of British Columbia.

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: December 10, 2021

Residential Tenancy Branch