



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REFLECTION DEVELOPMENT
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47.

At the outset of the hearing, I explained to the parties that as these hearings were teleconferences, the parties could not see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so.

All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation. All parties acknowledged the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties confirmed that they were ready to proceed with the hearing, they did not want to settle this application, and they wanted me to make a decision regarding this application. Neither party made any adjournment or accommodation requests. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Issue – Tenant request for an adjournment

At the outset of the hearing the tenant requested an adjournment, the landlord was opposed. The tenant stated that he wanted the assistance of an advocate. The tenant filed this application on September 11, 2021, four and half months ago. The tenant did not provide sufficient reasons as to why he required an advocate. I find that the tenant had ample opportunity to arrange to have an advocate or a lawyer. I further find that a delay in this matter would be prejudicial to the landlord. The request for an adjournment was denied and explained to the tenant who indicated he understood. The hearing proceeded and completed on that basis.

Issue(s) to be Decided

Should the landlord's One Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Background and Evidence

RP gave the following testimony on behalf of the landlords. The tenancy began on June 1, 2003 with the rent of \$650.00 due on the first of each month. The landlord issued a One Month Notice to End Tenancy for Cause on September 3, 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:

(d)the tenant or a person permitted on the residential property by the tenant has

(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

(iii)has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
(f)the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to a rental unit or residential property;

RP testified that he purchased the property in August 2021. RP testified that he approached the tenant about a mutual end of tenancy as he wished to redevelop the property. RP offered the tenant four months to move, but the tenant refused. RP testified that he became more familiar with the property in the days that followed which resulted in the issuance of the notice to end tenancy. RP testified that the condition of the home is uninhabitable due to mold, asbestos, illegal electrical modifications and damage from a marijuana grow operation.

RP had hired a HAZMAT company to determine the condition of the home. The report stated that the home was uninhabitable and that anyone going into the home should be wearing protective equipment. RP testified that he has attempted to work with the tenant, but the tenant has refused to be realistic and flexible. RP testified that the home is not structurally safe and with the mold, a health risk to the tenant. RP requests an order of possession.

The tenant gave the following testimony. The tenant testified that he is willing to go but needs some time. The tenant testified that the home was in very poor condition when he moved in back in 2003. The tenant testified that he just wanted the landlord to give him four months notice to move out on the proper form.

Analysis

When a landlord issues a notice under Section 47 of the Act, they bear the responsibility in providing sufficient evidence to support the issuance of that notice. I need be only satisfied on one of the grounds applied for to end the tenancy. The landlord provided extensive documentation to support their position including a report from the RCMP showing that no legal marijuana grow operations were authorized to be on the property or in the area.

The landlord also provided a report that no electrical permits were granted for that property at anytime from 2003 to the present. In the tenant's own testimony, he acknowledged and confirmed that there was a marijuana grow operation in the

basement of the home during his tenancy. In addition, the tenant was unable to provide documentation that the marijuana grow operation was authorized. Also, the tenant was unable to provide documentation to show the electrical work he allowed had been done by a licenced electrician.

Based on all the above, I am satisfied that the landlord has provided sufficient evidence to support all the grounds he issued the notice on and that this tenancy should end.

Section 55 of the *Act* reads in part as follows:

55 (1) *If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if*

(a) the landlord's notice to end tenancy complies with section 52 [form and content of notice to end tenancy], and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

I find that the landlord's 1 Month Notice 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 dismiss the tenant's application to cancel the 1 Month Notice and issue the landlord an Order of Possession in accordance with section 55(1) of the *Act*.

Conclusion

I dismiss the tenant's application to cancel the 1 Month Notice without leave to reapply. 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.

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: January 25, 2022

Residential Tenancy Branch