



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a tenancy. The Tenant applied on December 10, 2021 for an order to cancel a One Month Notice to End Tenancy For Cause, dated November 29, 2021 (the One Month Notice).

The hearing started on time at 9:30 a.m. The Tenant did not attend, though the teleconference line remained open for the duration of the 18-minute hearing. The Landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were also made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The Landlord testified he received the Tenant's Notice of Dispute Resolution Proceeding (NDRP), which was sent to the Landlord's home. The Landlord testified they received it just recently, as he had been away. Based on the Landlord's testimony, I find the NDRP sufficiently served on the Landlord by the Tenant, in accordance with section 71 of the Act.

The Landlord did not submit responsive evidence to the RTB, or serve evidence on the Tenant.

As the Tenant did not attend the hearing, I dismiss his application to cancel the One Month Notice.

Issue to be Decided

Is the Landlord entitled to an order of possession?

Background and Evidence

The Landlord confirmed the following regarding the tenancy. It began in October 2016; rent is \$550.00, due on the first of the month; and the Tenant paid a security deposit of \$275.00, which the Landlord still holds.

The Landlord testified he served the One Month Notice on the Tenant in person on November 29, 2021; the Landlord recalled it was a Monday. The Tenant's application indicates he received the Notice in person on November 30, 2021.

A copy of the One Month Notice was submitted as evidence. The Notice is signed and dated by the Landlord, gives the address of the rental unit, states an effective date, states the reasons for ending the tenancy, and is in the approved form. The One Month Notice indicates the tenancy is ending because:

- the Tenant has allowed an unreasonable number of occupants in the unit/property/park;
- the 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; and
  - put the Landlord's property at significant risk;
- the 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;
- the 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;
- the 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 Tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit/site or property/park; and
- the Tenant has assigned or sublet the rental unit without landlord's written consent.

The Details of Cause(s) section of the One Month Notice provides supplemental information related to the reasons indicated, and includes: "Landlord has five years of complaints, issues, criminal activity, substance misuse, illegal tenants, guests, parties, and fights. In 2021 there have been 11 calls of service for police, fire, and ambulance. Landlord has issued 7 written warnings in the last two years, and hundreds of verbal warnings hoping for change."

The Landlord testified that for years there have been continual issues with the Tenant, related to drinking, drug use, and guests 24 hours a day. The Landlord testified that police have attended the rental unit to remove people, collect stolen property, break up alcohol-related fights, and remove squatters.

The Landlord testified that he has taken numerous steps with the Tenant to make the tenancy work, such as signing behavioural contracts, but that the steps have not been effective.

The Landlord testified he is seeking an order of possession for as soon as possible.

### Analysis

Based on the Landlord's testimony and the evidence before me, I find the Landlord served the Tenant the One Month Notice on November 29, 2021, in accordance with section 88 of the Act, and that the Tenant received it on the same day.

As it is signed and dated by the Landlord, gives the address of the rental unit, states an effective date, states the reasons for ending the tenancy, and is in the approved form, I find the One Month Notice meets the form and content requirements of section 52 of the Act.

I accept the Landlord's undisputed testimony that there have been years of continual issues with the Tenant, including requiring the attendance of police to the rental unit to remove people, collect stolen property, break up alcohol-related fights, and remove squatters.

Section 55 of the Act states:

**Order of possession for the landlord**

**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.

As I find the One Month Notice complies with section 52 of the Act, and I have dismissed the Tenant's application to dispute the Notice as they have not attended the hearing, I find the Landlord is entitled to an order of possession.

Conclusion

The One Month Notice is upheld.

The Landlord is granted an order of possession which will be effective two days after it is served on the Tenant. The order of possession 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: March 28, 2022

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Residential Tenancy Branch