



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WELBEC PROPERTIES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

The Tenant filed an Application for Dispute Resolution on March 2, 2022 seeking cancellation of the One-Month Notice to End Tenancy for Cause (the “One-Month Notice”). The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on June 13, 2022.

The Landlord attended the hearing; the Tenant did not. In the conference call hearing I explained the process and offered the Landlord the opportunity to ask questions. I provided the Landlord the opportunity to present oral testimony and make oral submissions during the hearing.

Issue(s) to be Decided

Is the Tenant entitled to cancellation of the One-Month Notice?

If the Tenant is unsuccessful in seeking to cancel the One-Month Notice, is the Landlord entitled to an order of possession pursuant to s. 55(4) of the *Act*?

Background and Evidence

In their evidence the Landlord presented a copy of the tenancy agreement and in the hearing they spoke to the basic terms therein. The move-in date for this Tenant was originally in October 2016. The agreement, as written in 2019, set the rent amount at

\$860 per month, and the Tenant on their Application indicated they paid a security deposit amount of \$412.

The Landlord issued the One-Month Notice on February 25, 2022. They served this to the Tenant on February 25, 2022 in the Tenant's rental unit mailbox on the door. A witness to this transaction signed a form indicating they witnessed that service by the Landlord. The One-Month Notice gives the final end-of-tenancy date of March 31, 2022.

On page 2, the Landlord indicated the following grounds for ending the tenancy:

- Tenant has allowed an unreasonable number of occupants in the unit
- Tenant or a person permitted on the property by the Tenant
 - significantly interfered with or unreasonable disturbed another occupant or the Landlord
- Tenant or a person 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 or the landlord.

On page 3, the Landlord provided detail on "Tenant and visitors have been disturbing other tenants into all hours of night and day." Also: "Staff and neighbours have seen unwanted activity coming from unit." And: "Repeated warnings have been posted to door with no response or change in activity."

The Landlord provided the series of their posted warnings to the Tenant in their evidence. These are warning letters, and other records of neighbours from the same building and adjacent property (also under the Landlord's management) providing their observations about the Tenant's guests. As well, there is evidence of observed illegal activity. As well, the Landlord provided evidence on another individual who was living with the Tenant, as the source of illegal activity, and proof that individual was living with the Tenant in the form of a furniture purchase inquiry providing the Tenant's own address. The Landlord referred to the Tenant's own Application details as referring to this extra individual who was living in the rental unit.

The Landlord in the hearing provided detail on their very recent inspection of the rental unit. They described the state of the rental unit and stated the Tenant was present at the time of that inspection meeting. They reminded the Tenant directly to contact their assistance for the upcoming hearing.

An advocate attended the hearing on the Tenant's behalf. They did not rebut the Landlord's evidence or statements in the hearing. They set out they tried to contact the

Tenant approximately 6 times in the previous two months, with no return contact from the Tenant.

Analysis

The *Act* s. 47(1) states that a landlord may end a tenancy for any of the reasons listed therein. The subsections contain the provisions for what the Landlord indicated on the One-Month Notice at issue here, those particular grounds indicated on page 2 of the One-Month Notice by the Landlord.

The *Act* s. 47(4) states that within 10 days of receiving a notice a tenant may dispute it by filing an Application for Dispute Resolution.

From the evidence and the testimony of the Landlord in the hearing, I am satisfied that when they served the One-Month Notice to the Tenant they had valid reasons for doing so. I am satisfied the Landlord issued the One-Month Notice on February 25, 2022, and the Tenant received it in their mailbox. There is no evidence contrary to that of the Landlord presented in the hearing. This finding is also supported by the fact the Tenant applied to dispute the One-Month Notice on March 2, 2022.

Based on the Landlord's evidence, I dismiss the Tenant's application to cancel the One-Month Notice. The tenancy is ending. Additionally, I dismiss the Tenant's Application because there is no evidence in place to outweigh that of the Landlord in this matter.

Under s. 55 of the *Act*, when a tenant's application to cancel a Notice to end tenancy is dismissed and I am satisfied the One-Month Notice complies with the requirements under s. 52 regarding form and content, I must grant the landlord an order of possession.

I find that the One-Month Notice complies with the requirements of form and content. The Landlord is thus entitled to an Order of Possession on the effective date

Conclusion

As the Applicant Tenant did not attend to present their Application, I dismiss the Tenant's Application for a cancellation of the One-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 tenants. Should the tenants 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 s. 9.1(1) of the *Act*.

Dated: June 13, 2022

Residential Tenancy Branch