



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNC, MNDCT, DRI-ARI-C, OLC, FFT**
CNC, MNDCT, AAT, OLC, FFT

Introduction

This hearing dealt with two applications by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- Cancellation of One Month Notice to End Tenancy for Cause (“One Month Notice”) pursuant to section 47;
- A monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* (“*Regulation*”) or tenancy agreement pursuant to section 67 of the *Act*;
- Cancellation of a Notice of Rent Increase pursuant to section 43;
- An order requiring the landlord to comply with the *Act* pursuant to section 62;
- An order for the landlord to allow the tenant access to the unit pursuant to sections 32 and 70;

- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

The tenants attended (“the tenant”). The landlords attended (“the landlord”).

Both parties had opportunity to provide affirmed testimony, present evidence and make submissions. The hearing process was explained.

Each party confirmed they were not recording the hearing.

Each party confirmed the email address to which the Decision shall be sent.

Each party acknowledged service of the Notice of Hearing and evidence from the other party. I find each party was served in compliance with the Act.

Preliminary Issue - Multiple Claims

The tenant applied for multiple remedies under the *Act* some of which were not sufficiently related to one another.

Section 2.3 of the *Rules of Procedure* states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues before me at the start of the hearing, I determined that the most pressing and related issues before me deal with whether the tenancy is ending. As a result, I exercised my discretion to dismiss, with leave to reapply, all the claims on the tenant’s application except for the following:

- Cancellation of a One Month Notice dated July 25, 2022 (Application for Dispute Resolution filed under #110080436 on August 1, 2022) pursuant to section 49;

- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

Preliminary Issue – Order of Possession

I informed the parties that in the event I dismissed the application to cancel the Notice and found that it was issued in compliance with the *Act*, I was required under section 55 of the *Act* to grant an order of possession in favour of the landlord. Section 55 states 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.

Issue(s) to be Decided

Is the tenant entitled to an Order cancelling the One Month Notice dated July 25, 2022 (Application for Dispute Resolution filed on August 1, 2022) and an award for reimbursement of the filing fee?

Is the landlord entitled to an Order of Possession?

Background and Evidence

This is an application by the tenant for cancellation of a One Month Notice. The landlord requested an Order of Possession.

The parties provided considerable conflicting testimony. Each party submitted many documents. These included lengthy written submissions, police reports, witness statements, texts, emails, rebuttals of each other's evidence and photographs. Not all these asserted facts and arguments are reproduced in this Decision. At the outset, I instructed the parties to specifically direct my attention to documents which they requested me to consider.

Because of the volume of documents, I do not refer to all evidence in my Decision. I refer to only selected, key, admissible evidence to which I was referred by the parties and upon which my findings are based.

Tenancy

A copy of the tenancy agreement was submitted. The parties agreed they have a monthly tenancy which began in May 2021. Rent is \$1,300.00 monthly. The landlord does not hold any security or pet deposit.

The landlord agreed the tenant could have 2 dogs.

The tenant rents a unit described by the parties as "cottage # 2" which is one of three owned by the landlord. The landlord described the unit:

The property contains three cottages and a main house. Each cottage has its front yard and back yard, beyond that are all common ground.

One Month Notice

The parties submitted a copy of the One Month Notice in the RTB form dated July 25, 2022 and agreed as follows:

INFORMATION	DETAILS
Type of Notice	One Month Notice
Date of Notice	July 25, 2022

Service Acknowledged	July 28, 2022
Application for Dispute Resolution filed - date	August 1, 2022

The One Month Notice lists the following as reasons for issuance:

Tenant or a person permitted on the property by the tenant has:

1. significantly interfered with or unreasonably disturbed another occupant or the landlord.
2. seriously jeopardized the health or safety or lawful right of another occupant or the landlord. put the landlord's property at significant risk.
3. put the landlord's property at significant risk

In the One Month Notice, the landlord stated several reasons for the Notice.

The first reason related to the tenant's dogs. The dogs were not leashed, "viciously barked", scared a cleaning person, and left "dog poops on common ground", thereby disturbing the landlord and others.

Secondly, the tenant connected a trailer to the unit with risky electrical.

Thirdly, the tenant erected a fence in a manner to which the landlord did not agree. The tenant has refused to correct the issue.

Fourthly, the tenant informed the landlord that a trusted casual employee may be a criminal and thief.

Finally, the tenant acted in a "paranoid" manner, making false, groundless, slanderous and libelous statements "of the landlord and other residents of the property.

Landlord's Claims- - Tenant's Dogs

The landlord testified as follows. They have persistent problems with the non-leashing, barking and defecating of the tenant's two dogs. The landlord has repeatedly warned the tenant and while the tenant has made some effort, the problems persist.

The landlord testified the tenant's two dogs are not leashed as required and left feces on the property which the tenant did not collect. The landlord claimed the dogs appeared "vicious" and barked in an alarming manner causing complaints.

Substantial evidence was submitted by the landlord in support of their claim that the tenant's dogs were responsible for excrement on the property and that they behaved unacceptably by being off leash and barking. They submitted the following summary with supporting Exhibits:

1- As a rule, landlords do not allow pets on the property. As most tenants have dogs, landlords had made exceptions provided that the tenants will be responsible for their dogs, regarding barking, leashing and immediate excrement removal. Bylaw **Exhibit 3.1a**, paragraphs 4.1 ; 4.2 ; 4.9; and 4.12 regarding barking, leashing, and excrement handling. As there are signs displayed in public areas along the Sunshine Coast. **Exhibit 3.1b; 3.1c dog owners should be fully aware of their responsibilities for their dogs.**

2- [Tenant] asked to move in with his two dogs, while signing the lease agreement, [tenant] I promised to have leash on his dogs while on common ground, and pick up his dogs' excrement immediately. Landlords agreed if [tenant] will keep up with his promises.

3- **July 2, 2021** Dog poops were found on common ground, [Landlord] reminded [tenant]. **Exhibit 3.2**

4- **August 16, 2021** Neighbor reported tenants' dogs barking causing disturbance. **Exhibit 3.3**

5- **September 20, 2021** [tenant's] dogs, without leash barked at the cleaning lady. **Exhibit 3.4a; 3.4b** [GM], the cleaning lady's husband came driving very fast to pick up his wife, and [tenant] reported [GM's] fast driving to landlords but did not honestly admit that was caused by his negligence with his dog leashing. **Exhibit 3.4c**

6- **November 5, 2021** Dog poops were found on common ground. Landlord [name] was very upset that tenants were not taking the landlord's reminders seriously, and continue to break promise as the the dog owners.

Landlords really want tenants to wake up and keep to their promise seriously as the dog owners . **Exhibit 3.5a; 3.5b; 3.5c; 3.5d; 3.5e; 3.5f; 3.5g; 3.5h**; The incident did not result in an actual termination of stay and almost two months later, on December 30th, 2021, [tenant] apologized **Exhibit 3.5i** Instead of recognizing their own wrong doings with their dogs, tenants [names] over reacted alarmingly as threat, harassment and eviction was not warranted.

...

7- Landlords, could have asked [tenants] to remove their dogs, or to have them removed from the property at that same time, because the incident was caused by [tenants] not picking up after their dog for the 3rd time. Landlords, being tolerant and accommodating, doing tenants a favor in letting tenants to stay, by urging [tenant] to put up the fence he had been talking about since September 2021. However landlords did not expect the fence to be more than 4 ft high and around a much bigger area. With the fence, landlord was helping to resolve the problems that has led to too many disturbing incidents on the property

and unnecessary exhaustion to the landlord. [tenants] **seemed to have problem keeping their promise of leashing his dogs, picking up immediately after their dogs.**

8- ...

Landlords can not have tenants [name] to stay on the property any longer with their dog problems.

The landlord submitted the following letter from GM, a nearby neighbour whose wife HM worked as a cleaner for one of the cottages:

My wife, [HM], worked for [name] who lives in Cottage# 3 which is about a couple of hundred feet away from Cottage# 2.

I like to make the following statements:

1- The couple moved in Cottage# 2 on June 1, 2021 with two, vicious looking dogs, the barking of their dogs is a constant nuisance to all residents in the [name] Court.

2- We often hear loud disturbing noise coming from Cottage# 2 like fights and arguments. This disturbing noise is very unpleasant and have disturbed the peace in the area.

3- On September 20, when my wife [name, HM] finished her job at Cottage# 3, as she was leaving, the dog from Cottage# 2 barked viciously at Hariett and scared her. [My wife] being frightened and immobilized, she called me and I had to rush there to pick her up. Because of the dogs , [my wife] felt unsafe going to Cottage# 3 and she stopped working for [name].

On July 2, 2021, the parties had a text exchange in which the landlord notified the tenant of dog feces across the driveway from the unit. A copy of the texts was submitted:

[Name of one of the landlords] wants me to remind you not to leave them in the lawn because they will bring many flies [flies] around here.

[Reply from tenant:]

So sorry, it was from 2 minutes before he came to cut the grass. I was about to go there and pick it up.

On August 16, 2021, the parties had a text exchange, a copy of which was submitted, about the tenant's dogs barking:

[Tenant] sorry to have to bring this to your attention. Please make sure you dogs not to bark, because [occupant] is not an easy person, he lives close by and noise travels.

[Reply from tenant, in part]

Dogs bark!

His dog barks all day.

The landlord submitted a text dated November 5, 2021 warning the tenant that the dog feces would not be tolerated any more:

[Female landlord] we have received messages that there are dog poops around where your dogs were found around.

No matter how busy you are, please do not let that happen again, as it is out prime concern to keep our environment clean for everyone. [Female landlord name], particularly, is not happy about this and would not tolerate any more. Please make this the very last time.

[Tenant reply]

I pick up the dog pop daily usually immediately.

There are coyotes raccoons and bear poop everywhere.

Not nice to blame us immediately.

If I missed one or didn't pick up immediately because of the wind storm,
Im sorry

I don't need to be told again....

[Male Landlord]

With respect to your dog poo, either you pick up or else, we do not wish to remind you, it's your responsibility and obligation. Please live up to your promises.

[Tenant reply]

I've explained to [female landlord', ask her to explain to you.

[Male landlord}

I do not think your explanation make sence at all. You want to keep the dog, you have the li ability. Do not try to pass your liability to somebody else. The society does not work that way.

[Tenant reply]

I am not going to pick bear poop
Raccoon poop
Coyot poop

For you.

I don't work for you!!!

I am picking up my dog poop every day.

I missed one, I'm sorry.

Please stop repeating yourself as I've already said the same things to [female landlord]

The landlord stated they recognized dog feces and could distinguish it from that of other animals:

Dog poops do not carry labels, tenants can say the dog poops are not from their dogs, but also cannot say the dog poops are not from their dogs.

The fact is landlord had never seen dog poops before tenants [names] moved in with their 2 dogs.

Tenants' dog poops have a different color probably due to their diet. Landlord can tell tenants' dog poops different from other wild animals' poops.

Tenants have 2 dogs, that causes more problems with the excrements.

The landlord submitted a copy of a signed letter dated July 13, 2022 from HA, a neighbour:

I, [HA], have been living at [address] Cottage#3, [address]. Since 2018.

I like to make the following statements :

1- The present tenants, [names], moved in to Cottage #2 June 1st, 2021, bringing with them two rather vicious looking

dogs.

2- I have seen their dogs did not have leashes while on common ground, and can bark quite loud.

3- September 20th, my cleaning lady, [name], as she was leaving after cleaning my place, the dog from Cottage# 2, without leash, barked at her. [Name] was scared and afraid to leave my place, her husband had to come to pick her up. After the incident, she would not come back to clean my place because she is afraid of the dogs.

To attempt to resolve the issues with the dogs, the parties agreed in the fall of 2021 the tenant could build a fence to keep their dogs in and the deer out of their garden. The tenant did so at their expense. However, the landlord stated the fence was supposed to be 4' high and in a certain location. Instead, it is 8' high and the tenant will not move the portion requested by landlord. The landlord objected to the area enclosed by the fence as it "infringed" on the neighbouring cottage.

In their written submissions of September 30, 2022, the landlord testified they have despaired of finding a solution and the tenant's continued to display "irresponsibility" and "mismanagement" for their dogs. The fence did not solve the problem and added another element of the growing conflict between the parties.

The conflict between the parties was exacerbated by other incidents, considerable testimony and documentary evidence being submitted by both parties regarding each.

Firstly, the parties acknowledged a trailer has been located near the unit and is used by the tenant's recently widowed father. The landlord objected to the father living in the unit year-round.

As well, the landlord claimed the tenant questioned the criminal background of a trusted person who did odd jobs for them. The tenant claimed they felt unsafe. In an SMS message from the tenant to the landlord, the tenant asked if the landlord could guarantee her safety as the person “could be a rapist”. the female tenant In an email of June 7, 2022, a copy of which was submitted, the tenant wrote:

Furthermore, we also have reason to suspect that your most recent tenant is harbouring stolen goods on your property ad you refuse to address it, even after I mention this concern. This is absolute negligence on your part as a landlord, Therefore, we need a fence AROUND our house, not AGAINST it for our own SAFETY, as the recommendation of the [name] RCMP and because of your past track record of vetting and managing tenants.

The landlord testified there was no reasonable explanation for the tenant’s alarm concerning the worker.

Further disputes arose between the parties regarding discussions around a rent increase request and a fixed term lease. The communication between the parties became increasingly acrimonious. Each party accused the other of lack of good faith.

The landlord testified the cumulative effect of these matters make it impossible for the tenant’s to continue to live in the unit. They said they have suffered terribly in the deteriorating relationship with the tenant and can see no solution but to have the tenant evicted.

Tenant’s claims

The tenant denied the landlord’s interpretation of the events between them. They claimed the eviction notice was retaliatory, without cause, baseless. In their written submission (submitted August 1, 2022), the tenant stated:

The reason for this one month's notice to end tenancy is baseless as there are neither facts, nor proof, nor evidence, nor testimony because it is false, libellous, and perjurious: 1) We have not interfered nor disturbed any occupant nor landlord. In fact, the opposite is true, therefore this statement is false, libellous, and perjurious.[...]

The tenant there was a problem with the collection of their dogs' feces:

2 This is not cause for eviction. Furthermore, landlords [name] stated tenant had to pick up all faeces, regardless if it was our dog's, the neighbour's dogs, cats, or even wild animal faeces such as those of: racoons, bears, wolves, coyotes, and deer, all of which frequent this property with a creek water source attracting many wild animals.[The landlord] states "at least you would agree to keep your area clean, if the wild animals come visit you. Or you put up your fence to keep these wild animals out and your dogs in as you have planned." This was also precipitated by an event where former tenants of cabin #1 came to tenant's front door with unidentified faeces in a shovel in attempt to harass and intimidate [tenants]

[...] There is no proof nor evidence of such faeces anywhere around the cabin or in common areas.

The tenant claimed that the relationship between the parties was initially friendly. This changed when the landlord requested a rent increase in June 2022 that was more than the allowed increase. As well, the tenant declined to rent another unit which they described in disparaging terms.

The tenant submitted many documents. In their written submissions of June 7, 2022, a copy of which was submitted, they stated they were surprised when the One Month Notice was issued:

We have lived in peace for over a year now and this recent about-face by you truly baffles us.

In the letter, the tenant claimed the One Month Notice was issued because the tenant had declined the request for a rent increase and had refused to move into another cabin:

There are two separate issues of which we are all speaking: **(1)** your request for an illegal rent increase and **(2)** your demand to back out of your assent to put up a fence around our perimeter and taking back your word after said fence had been put up and we had paid for it on our own account.

...

(b) From November 2021 until May of 2022, we have lived in almost daily stress because of the tenants that you had failed to evict a year prior for harassment and misdemeanour and who continued to harass us when we moved in. Even in these trying circumstances we were kind and cordial to you, despite your negligence resulting in our subsequent distress. On November 5th, 2021 you sent us a message, urging us to fence our perimeter (which includes our father's RV) to reduce conflict and disputes with the neighbours over feces of wild animals and pets on the property. You also wanted it fenced in so we would cover the cost of landscaping therewithin.

(c) On January 10th, 2021 the RCMP came to our aid on an emergency call because the tenants you neglected to evict began to harass us again. [...]. Once the fence had been completed, you expressed no discontent. Furthermore, [landlord] had been present during this installation and even participated in discussing the perimeter line with the labourer (again, at our expense) and was happy with this decision, of the whole area that had been enclosed.

[...]

(b) Once the previous tenants had been evicted, they decided to bring with them their piece of the adjoining fence **causing damage to our fence by causing it to fall** and **leaving us again exposed**. We graciously paid our labourer to replace this piece, after once *again* discussing and confirming the line with Yiukee to put back the fence from the corner post to the shed. **This rear perimeter line is from the corner of the property to the shed for which Yiukee agreed,** and for which the setback is at the **legal rear setback of 2 metres from the rear of the structure in accordance to the SCRD zoning bylaws for this region.** Once the fence was fixed, there was **no discussion of discontent** on your part **UNTIL** we refused to rent your second cabin!

...

(b) **In the same conversation that we decline your offer, you express FOR THE FIRST TIME discontent at a 1' difference in the fence perimeter,** and state that you want the fence to be flush against the cabin! That is not a fence at all! **Furthermore, it is a fire hazard and an illegal bylaw zoning infraction.** You request that we pay to shift the fence that had been established by this minute amount for *no logical reason* other than spite and bitterness and your perceived financial loss of \$1,500 for a cabin we never agreed to rent without seeing, first.

In the June 7, 2022 letter, the tenant claimed the landlord tried to rent another cabin to them with serious problems:

[...] we finally were able to view the available cabin, and decided it was unfit for human habitation. Said cabin has serious structural mould issues, no fan nor window in the bathroom, no washer nor dryer, a damaged window, various damages in the kitchen, and excessive garbage and debris in and outside the cabin. At this point, Yiukee states

that our father can move in within 2 days, without improvements. To this offer, we respectfully decline to rent it for a premium of \$1,500 a month.

(g) In the same conversation that we decline your offer, you express FOR THE FIRST TIME discontent at a 1' difference in the fence perimeter,

(f) During this conversation of expressed bitterness, you offer us to sign a 5 year lease agreement for which you express the desire to compound a 10% increase of rent year over year and another \$100 for the RV, which represents a 100% increase. Besides being wholly illegal on two accounts (the extent of a residential tenancy lease and the percentage of desired increase) I don't see this as a good deal for us. **AT ALL!!!**

While the tenant acknowledged that their father lives with them, they testified that this arrangement was agreed to by the landlord who oversaw the connection of the electrical.

In the submission of August 1, 2022, the tenant claimed the landlord approved of the fence and their current disagreement is “vindictive retaliation” for the tenant not renting another cabin.

Furthermore, [the landlord] was involved at every part of the installation which was constructed in January [2022] and repaired in June (due to the former tenant’s damage of the fence during their eviction), during which time there was not a single complaint from landlords[name] nor any other resident of the property. The fence does not block any resident access as [landlord] claims we have “fenced off other residents.” She has no proof of this, nor can she because it is simply a barefaced lie. The fence is located where they agreed and is to code.

...

Landlords [name] never specified the height of the fence and agreed to a deer fence to enclose the area from deer, to keep the dogs in our area for purposes of picking up our dog's poop and as well to protect us from the mentally ill neighbours of cabin #1.

The tenant asserted the part-time worker hired by the landlord and referenced above was "homeless" yet had a new car. The tenant testified they were attempting to protect the landlord "as they are seniors"

The tenant communicated with the landlord by text on June 10, 2022, a copy of which was submitted, stating:

In an email exchange between the parties of June 7, 2022, the tenant expressed their position and stated they would regret having to report the landlord's illegal behaviour:

:

I actually like you and Yuikee very much and feel that you are like my aunt and uncle.

It will be extremely difficult for us to move again.

I feel so close to you that I feel obligated to tell you that the eviction is actually illegal.

I must tell you that because it can get you in serious trouble with the government. I read the

entire database regarding tenancy. It's a very long read.

This eviction is so illegal that if we report it, it falls under the criminal code!!!

I can show you where it says so.

It is simply illegal.

I don't feel that either of us need to deal with the government or the law.

In summary, the landlord requested an Order of Possession and the tenant requested the One Month Notice be dismissed.

Analysis

As stated earlier, the parties provided considerable conflicting testimony. Each party submitted many documents. These included lengthy written submissions, witness statements, texts, emails, rebuttals of each other's evidence and photographs. Not all these asserted facts and arguments are reproduced in this Decision.

Given the contradictory and differing testimony, much of this case hinges on a determination of credibility.

Credibility

A useful guide with respect to the determination of credibility, and one of the most frequently used in cases such as this, is found in *Faryna v. Chorny* (1952), 2 D.L.R. 354 (B.C.C.A.), which states at pages 357-358:

The credibility of interested witnesses, particularly in cases of conflict of evidence, cannot be gauged solely by the test of whether the personal demeanor of the particular witness carried conviction of the truth. The test must reasonably subject his story to an examination of its consistency with the probabilities that surround the currently existing conditions.

In short, the real test of the truth of the story of a witness in such a case must be its harmony with the preponderance of the probabilities which a practical and informed person would readily recognize as reasonable in that place and in those circumstances.

Considering the testimony and evidence in its totality, I find the landlord's submissions to be persuasive, credible, and forthright. The landlord provided consistent, logical, testimony supported by complete and exhaustive documentary evidence. The testimony regarding the reasons for issuance of the Notice was supported in all material aspects by documentary evidence.

I acknowledge that the tenant disagreed with the landlord's evidence, particularly the basis for the One Month Notice and underlying motivation of the landlord.

However, I do not find the tenant's submissions to be persuasive. I find the suggestion that the landlord is being untruthful or exaggerating to be unsupported by the evidence.

Based on the foregoing, I prefer the landlord's evidence to the tenant's version of events. I accept the evidence of the landlord in its entirety. For these reasons, where the evidence of the parties conflict, I prefer the landlord's version.

Burden of Proof

The landlord has the burden of proof. Based on all the above, the evidence and testimony from the landlord and tenant, and on a balance of probabilities, I find the landlord has met the burden of proof for an Order of Possession pursuant to the One Month Notice.

Section 47 of the Act allows a landlord to end a tenancy on one month's notice for certain reasons.

Section 47(1)(d) of the *Act* states in part:

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

(i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,

...

Pursuant to section 88 of the *Act*, and based on the submissions of both parties, the landlord issued and served the Notice as stated above. The tenant filed the Application for Dispute Resolution within the time allowed.

Therefore, the burden shifts to the landlord to prove the reasons on the Notice. The landlord must now show on a balance of probabilities, which is to say, it is more likely than not, the tenancy should be ended for the reasons identified in the Notice.

On a balance of probabilities and for the reasons stated below, I find the landlord issued the Notice for valid reasons. I find the tenant has significantly interfered with or unreasonably disturbed other occupants or the landlord. I accept the evidence of the landlord that the tenant's dogs were responsible for feces in the common area and despite warnings, the tenant did not responsibly pick it up. I also find that the attempted solution of a fence exasperated the situation and resulted in greater distress and disturbance to the landlord as the issue of design of the fence was added to the problem of the dogs. I do not accept the tenant's testimony that the fence reduced the problem with the dogs or resulted in restoration of the relationship, the destruction of which I find is the responsibility of the tenant. I find the landlord provided sufficient warning to the tenant through verbal and written communication of the reasons why the landlord was seriously disturbed.

I find the tenant was cognizant of why the landlord was seeking to end the tenancy. Nevertheless, I find the tenant intensified the conflict and increased the landlord's misery to which they provided extensive credible testimony.

Considering the totality of the landlord's evidence, I find that the landlord has met the burden of proof on a balance of probabilities that the tenant significantly interfered with or unreasonably disturbed the occupants of the

property and the landlord. As a result, I find the landlord has established grounds for the issuance of the Notice under section 47(1)(d)(i). I dismiss the tenant's application to cancel the Notice.

I find the landlord's Notice complied with section 52.

Because of my findings, I will not consider the other two grounds for the issuance of the Notice.

Referenced earlier, section 55(1) of the *Act* reads 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 an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing,*

(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.

Based on my decision to dismiss the application to cancel the Notice and my finding that the landlord's Notice complies with the *Act*, I find that this tenancy ended on the effective date in the Notice.

As the tenant is still in occupation of the unit, the landlord is therefore entitled to an Order of Possession. As the tenant has paid rent to the end of the month, I grant an Order of Possession effective November 30, at 1:00 PM.

Conclusion

I grant an Order of Possession to the landlord effective November 30, at 1:00 PM after service on the tenant. Should the tenant fail to comply with this Order of Possession, the Order of Possession may be 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: November 03, 2022

Residential Tenancy Branch