



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding The Columbian Centennial Housing  
Society and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **CNC, OLC**

### **Introduction**

The words tenant and landlord in this decision have the same meaning as in the *Residential Tenancy Act*, (the "Act") and the singular of these words includes the plural.

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the "Act") for:

- An order to cancel a 1 Month Notice to End Tenancy for Cause, pursuant to sections 47 and 55; and
- An order for the landlord to comply with the Act, regulations or tenancy agreement pursuant to section 62.

Neither of the tenants attended the 50 minute hearing, although I left the teleconference connection open throughout. The landlord was represented at the hearing by administrator, AA ("landlord"). The landlord acknowledged receipt of the tenant's Notice of Dispute Resolution Proceedings. The landlord's witness CS testified she personally served the tenants with copies of the evidence packages on November 21, 2022.

### **Preliminary Issue**

The landlord testified that the tenants misnamed their organization in their application for dispute resolution. The correct name of the landlord organization is recorded on the cover page of this decision pursuant to rule 4.2 of the Residential Tenancy Branch rules of procedure.

### **Issue(s) to be Decided**

Should the landlord's notice to end tenancy be upheld or cancelled?

Should the landlord be ordered to comply with the Act, regulations or tenancy agreement?

### Background and Evidence

While I have turned my mind to all the documentary evidence, including photographs, diagrams, miscellaneous letters and e-mails, and the landlord's testimony, not all details of the landlord's position are reproduced here. The principal aspects have been recorded and will be addressed in this decision.

The landlord gave the following testimony. The rental unit is located in a brand new building fully equipped with smoke alarms. The tenants moved in on June 5, 2021 and rent of \$1,510.00 is due on the first day of each month.

On June 27, 2022, the landlord personally served the tenants with a notice to end tenancy and the landlord provided a signed, witnessed proof of service document. A copy of the notice to end tenancy was provided as evidence. The reasons for ending the tenancy are as follows:

1. the tenant has allowed an unreasonable number of occupants in the unit/site;
2. the tenant is repeatedly late paying rent;
3. the tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord;
4. the tenant or a person permitted on the property by the tenant has seriously jeopardized the health or safety or lawful right of another occupant or the landlord;
5. the tenant or a person permitted on the property by the tenant has put the landlord's property at significant risk;
6. 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 or the landlord;

under "detail of cause" the landlord wrote:

- Multiple complaints have been made by other tenants.
- Surveillance camera monitoring system has captured a number of the events.
- Copy of Events by date is attached.

No "copy of events by date" was supplied to me for the hearing. The landlord testified that the form was filled out by an employee who is no longer with the society. That

employee left a “copy of the events” on the work computer which the landlord has added to and provided for the hearing as exhibits 3C and 3D to her submissions.

The landlord AA testified that although the “copy of events” was not supplied as evidence for the hearing, one was given to the tenants at the time the notice to end tenancy was served. The landlord’s witness, KB testified that when he witnessed the maintenance manager AM serve the notice to end tenancy, it was in an envelope, so he was unable to verify whether the “copy of events” was actually served upon the tenants.

The landlord testified that the rental unit is a 2 bedroom unit. At times, there are both tenants and 2 males occupying it. The landlord testified that it’s not the number of occupants that disturbs her, but the quality of the tenant’s guests.

The landlord testified that rent is due on the 1<sup>st</sup> of each month. For October, 2021, rent was paid in 2 installments, November 1 and November 17. For January, 2022, \$755.00 was paid on January 4<sup>th</sup> and a second \$755.00 was paid on January 19<sup>th</sup>. For February 2022, \$755.00 was paid on February 16<sup>th</sup> and a further \$755.00 was paid on February 18<sup>th</sup>. For March, 2022, \$755.00 was received March 23<sup>rd</sup> and the second payment was made on April 5<sup>th</sup>. This pattern has continued throughout the remainder of 2022.

When the tenants moved in, the building was brand new with 3 fully functioning smoke detectors. In April 2022, while doing a routine inspection, the landlord discovered that the tenants took down all the smoke detectors, putting the landlord’s property at serious risk. There are multiple units in the building whose safety could be jeopardized if a fire were to break out in the tenant’s unit and went unnoticed.

### Analysis

I am satisfied the tenants were personally served with the landlord’s 1 Month Notice to End Tenancy for Cause on June 27, 2022. They filed their application to dispute the notice on July 5, 2022, within 10 days as required by section 47 of the Act.

When a tenant files an application to dispute a landlord’s notice to end tenancy, Rule 6.6 requires that the landlord must prove the reasons for ending the tenancy. The tenants did not attend this hearing to dispute any of the landlord’s evidence or testimony. Based on the undisputed evidence of the landlords, I find the tenants were served with the “copy of events” together with the 1 Month Notice to End Tenancy for Cause, outlining in detail some of the reasons for ending the tenancy. The landlord provided an extended version of the document as exhibits 3C and 3D to their evidence package.

I find the tenants were late at least 3 times in paying their rent contrary to section 47(1)(b) of the Act – on October 1, 2021, January 1, 2022, February 1, 2022 and March 1, 2022. I also find the tenants put the landlord's property at significant risk by taking down the original smoke detectors, contrary to section 47(1)(d)(iii). I accept the landlord's reasoning that an undetected fire could potentially do damage to the building and jeopardize the lives of the building's occupants. For these reasons, I uphold the landlord's 1 Month Notice to End Tenancy for Cause and I dismiss the tenants' application to cancel it.

Section 47(3) states that a notice under section 47 must comply with section 52, form and content. I have reviewed the landlord's notice to end tenancy and I find it complies with the form and content provisions as set out in section 52.

As I have dismissed the tenant's application to dismiss the landlord's notice to end tenancy and I have upheld the notice, I grant the landlord an Order of Possession pursuant to section 55(1) of the Act. As the effective date stated on the notice has passed, the landlord is granted an Order of Possession effective 2 days after service upon the tenant.

The tenants application seeking an order for the landlord to comply with the Act is dismissed without leave to reapply.

#### Conclusion

The application is dismissed without leave to reapply.

I grant an Order of Possession to the landlord effective **2 days after service on the tenants**. Should the tenants or anyone on the premises fail to comply with this Order, this Order may be filed and enforced in 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: December 06, 2022

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Residential Tenancy Branch